

TENTATIVE AGREEMENT

ARTICLE _____

BID SYSTEM

X.1 Applicability

- A. This Article applies only to staff employed at a correctional facility in the Departments of Corrections, or at an institution in the Department of Social and Health Services, or the Department of Veteran's Affairs, and who work in positions that may require relief or coverage. This Article also applies to employees at the Schools for the Blind and Deaf, Department of Fish & Wildlife, Department of General Administration who work in the Division of Capital Facilities, and the Board of Industrial Appeals Judges (Section X.12 only).
- B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the Schools for the Blind and Deaf, career seasonal positions.

X.2 Definitions

For purposes of this Article only, the following definitions apply:

- A. Bid Positions: Positions filled as a result of a bid.
- B. Bid System: A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or have previously held status.
- C. Position: A particular combination of shifts and days off, except for the Department of Social and Health Services (DSHS). In DSHS a position is defined as a particular combination of shift, days off and location.

X.3 Components of a Bid

Bids will indicate the employee's choice of shift, days off and job classification. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of six (6) months from the date submitted by the employee.

X.4 Submittal and Withdrawal of Bids

Any bids submitted after the date a vacancy is considered to have occurred will not be considered for that vacancy. Employees may withdraw their bids, in writing, at any time prior to the referral.

X.5 New Positions or Reallocated Positions

When a new position is established or a current position is changed, the Employer will post the position for five (5) calendar days if the combination of shift and days off (and, for DSHS, location) does not currently exist.

X.6 Vacancy

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing, that he or she intends to vacate his or her position; or
- B. Management notifies an employee, in writing, that the employee will be removed from his or her position.

X.7 Awarding a Bid

When a permanent vacancy occurs, the Employer will determine if any employee has submitted a transfer or a voluntary demotion request for the shift and days off. Seniority will prevail provided the employee has the skills and abilities necessary to perform the duties of the position. An employee's bid request may be turned down if the employee has documented attendance or performance problems.

X.8 Commitment Following an Award or Refusal of a Bid

A. For all agencies except DSHS, when an employee has been awarded a bid, or refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The six (6) month period will begin on the first day the employee is assigned the new shift and/or days off. All other active bids the employee has on file will be removed from the bid system.

B. For DSHS, when an employee has been awarded a bid, the employee will be prohibited from requesting other bids for a minimum of twelve (12) months. If an employee refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The time period will begin on the first day the employee is assigned the new shift, days off and/or location. All other active bids the employee has on file will be removed from the bid system.

X.9 Whenever there is need for a major change in residential settings such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree to suspend the procedure described in Sections X.3 through X. 6 above and allow all employees to bid on positions, which will be filled in accordance with the procedures in Sections X.7 and X.8 of this Article.

X.10 Reassignment from a Bid Position

Nothing in this Article will preclude management from reassigning an employee from his or her bid position to another position on a different shift or to a position with different days off, provided the employee is notified, in writing, of the reason(s) for the reassignment.

X.11 Department of Fish and Wildlife – Enforcement Division

A. Openings will be posted via U.S. mail and department e-mail, for a period of not less than twenty-one (21) calendar days. Eligible employees may bid on openings during the posting period. Employees with less than three (3) years service in the Fish and Wildlife Officer 1 classification may bid only when it is deemed beneficial to the

1 program by the Chief. Employees may submit a request for a hardship transfer to the
2 Union at any time.

3
4 B. Hardship Transfers: For purposes of this Article, a hardship transfer is defined as a
5 medical, or safety-threatening situation causing specific loss or suffering to an
6 employee or the employee's spouse, children, parents, or spouse's parents. This
7 provision includes stepchildren and stepparents. Employees who have a hardship may
8 request a hardship transfer to a vacant or new position. Requests for hardship will be
9 submitted to the Union. Those supported by the Union will be forwarded with a written
10 record of support, including the original employee request and all supporting
11 documentation, to the Chief for consideration. The Chief's decision on the request for a
12 hardship transfer will be final and is not subject to the grievance procedure.

13
14 C. In accordance with (A) above, when a vacancy occurs or a new position is created, the
15 Department will award the bid on the basis of total time served in the bargaining unit(s),
16 except as provided in (B) above.

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18 D. Employees who are awarded a bid will fill the position thirty (30) calendar days
19 following the notification of selection. Officers will be paid per diem when in
20 authorized travel status during this period.

21
22 E. Officers will have a ninety (90) calendar day period to establish a permanent residence
23 after filling the bid for a new or vacant position. Officers must establish the permanent
24 residence within the geographical area defined by the Department for the position
25 appointed.

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27 F. Permanent residence is defined as the place an officer physically lives or physically
28 resides. The methods used to determine residency may include: mailing address; voter
29 registration; utility and service bills; residence rental or ownership agreement; or
30 telephone number.

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X.12 Board of Industrial Insurance Appeals (BIIA) – Hearing Run Assignments

- A. Geographical hearing run assignments will be made on the basis of time in service with the BIIA except where in the Employer's discretion other factors take precedence. Other factors include, but are not limited to, the desires of the employee, work performance, medical needs, and the needs of the agency.
- B. Geographical caseload hearing assignments, except for temporary assignments, will be made on an annual basis. The Employer will notify the judicial staff of the specific date of general geographic caseload hearing changes at least ninety (90) calendar days prior to the proposed change. The judicial staff has thirty (30) calendar days from notification to respond with their assignment preference(s). No later than thirty (30) calendar days prior to the implementation date, the Employer will specify assignments.
- C. When a vacancy in a hearing position with its official work station in a regional or community based office is to be filled or if a new hearing run is established with its official work station in a regional or community based office, before outside candidates are considered, current Industrial Appeal Judges may request a transfer based on time in service with the BIIA.
- D. Annually in January, the Employer will provide to the judicial staff an agency time in service with the BIIA list.
- E. Nothing contained in this Article will diminish or alter the right of the Employer to reassign employees when such reassignments are in the best interest of the employee or the agency.

For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____
CHILDCARE CENTER – LAKELAND VILLAGE

The Employer will provide the current space for the existing nonprofit childcare center on the grounds of Lakeland Village. The Employer may relocate or cancel the program with thirty (30) calendar days notice.

For the Union:	For the Employer:
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TENTATIVE AGREEMENT

ARTICLE _____ CLASSIFICATION

X.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

X.2 Position Review

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
- B. The supervisor will then send the completed form to the local Human Resources Office. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification.
- C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination that will be provided to the employee.

1 **D.** The employee may appeal the determination of the Director of the Department of
2 Personnel to the Personnel Appeals Board through December 31, 2005 and to the
3 Washington Personnel Resources Board after December 31, 2005 within thirty (30)
4 calendar days of being provided the written decision of the Director of the
5 Department of Personnel. The appropriate board will render a decision which will be
6 final and binding.

7
8 **E.** The effective date of a reallocation resulting from an employee request for a position
9 review is the date the request was filed with the local Human Resources Office.

10
11 **F.** Decisions regarding appropriate classification will be reviewed in accordance with
12 this section and will not be subject to the grievance procedure specified in this
13 Agreement.

14
15 **X.3 Effect of Reallocation:**

16 **A. Reallocation to a Class With a Higher Salary Range Maximum**

17 1. If the employee has performed the higher-level duties for at least twelve (12)
18 months and has the skills and abilities required of the position, the employee will
19 remain in the position and retain his or her existing appointment status.

20
21 2. If the reallocation is the result of a change in the duties of the position and the
22 employee has not performed the higher-level duties for at least twelve (12)
23 months, the Employer must give the employee the opportunity to compete for the
24 position if he or she possesses the required skills and abilities. If the employee is
25 not selected for the position, or does not have the required skills and abilities, the
26 layoff procedure specified in Article X of this Agreement will apply. If the
27 employee is appointed to the position, he or she must serve a trial service period.

28 **B. Reallocation to a Class with an Equal Salary Range Maximum**

29 1. If the employee has the skills and abilities required of the position, the employee
30 will remain in the position and retain his or her existing appointment status.

- 1
- 2 2. If the employee does not have the skills and abilities required of the position, the
- 3 layoff procedure specified in Article X, Layoff and Recall of this Agreement will
- 4 apply.

5

6 **C. Reallocation to a Class with a Lower Salary Range Maximum**

- 7 1. If the employee has the skills and abilities required of the position and chooses to
- 8 remain in the reallocated position, the employee will retain his or her existing
- 9 appointment status and has the right to be placed on the agency's internal layoff
- 10 list for the classification the employee held permanent status in prior to the
- 11 reallocation and in the General Government Transition Pool Program.
- 12
- 13 2. If the employee chooses to vacate the position or does not have the skills and
- 14 abilities required of the position, the layoff procedure specified in Article X,
- 15 Layoff and Recall of this Agreement will apply.

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17 **X.4 Salary Impact of Reallocation**

18 An employee whose position is reallocated will have his or her salary determined as

19 follows:

20

21 **A. Reallocation to a Class With a Higher Salary Range Maximum**

22 Upon appointment to the higher class, the employee's base salary will be increased to

23 a step of the range for the new class that is nearest to five percent (5%) higher than

24 the amount of the pre-promotional step.

25

26 **B. Reallocation to a Class With an Equal Salary Range Maximum**

27 The employee retains his or her previous base salary.

28

29

1 **C. Reallocation to a Class With a Lower Salary Range Maximum**

2 The employee will be paid an amount equal to his or her current salary provided it is
3 within the salary range of the new position. In those cases where the employee's
4 current salary exceeds the maximum amount of the salary range for the new position,
5 the employee will continue to be compensated at the salary he or she was receiving
6 prior to the reallocation downward, until such time as the employee vacates the
7 position or his or her salary falls within the new salary range.

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10 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

COMMUTE TRIP REDUCTION AND PARKING

X.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

X.2 Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.

X.3 During the term of this Agreement, agency administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of June 30, 2005.

X.4 The Department of General Administration will manage parking on the Capitol Campus in accordance with RCW 46.08.172.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____ COMPENSATION

X.1 Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6% as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve months.
- D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.2 "N" Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "N Range Salary Schedule – Effective July 1, 2002" as it was assigned on June 30, 2005. Effective July 1,

2005, each employee will continue to be assigned to the same range and step of the "N" Range Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the "N" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix C, attached.

C. Effective July 1, 2006, all salary ranges and steps of the "N" Range Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6% as shown in Compensation Appendix D, attached. This "N" Range Salary Schedule will remain in effect for twelve months.

D. Employees who are paid above the maximum for their range on the effective date of the increase described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.3 "T" Pay Range Assignments

A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "T Range Salary Schedule – Effective July 1, 2001" as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the "T" Range Salary Schedule that he or she was assigned on June 30, 2005.

B. Effective July 1, 2005, all salary ranges and steps of the "T" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix E, attached.

C. Effective July 1, 2006, all salary ranges and steps of the "T" Range Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%

1 as shown in Compensation Appendix F, attached. This "T" Range Salary
2 Schedule will remain in effect for twelve months.

3
4 D. Employees who are paid above the maximum for their range on the effective dates
5 of the increase described in B and C above will not receive the specified increase
6 to their current pay unless the new range encompasses their current rate of pay.
7

8 **X.4 "V" Pay Range Assignments**

9 Salary range adjustments for teachers of the School for the Blind will receive any
10 adjustments made to the professional salary schedule at the Vancouver School District
11 #37 in accordance with RCW 72.40.028.
12

13 **X.5 Classification Consolidation**

14 Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million
15 dollars (\$5,000,000) general fund-state to implement the initial phases of the Department
16 of Personnel's Classification Consolidation Project.
17

18 **X.6 Salary Survey to 25% of Prevailing Rate**

19
20 Effective July 1, 2005, salaries for classifications found to be more than 25% behind
21 prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey,
22 will be brought to within 25% of prevailing rate as listed in Appendix G.
23

24 **X7 Pay for Performing the Duties of a Higher Classification**

25 A. Employees who are temporarily assigned the full scope of duties and
26 responsibilities for more than thirty (30) calendar days to a higher level
27 classification whose range is less than six (6) ranges higher than the range of the
28 former class will be notified in writing and will be advanced to a step of the range
29 for the new class that is nearest to five percent (5%) higher than the amount of

1 the pre-promotional step.

2
3 B. Employees who are temporarily assigned the full scope of duties and
4 responsibilities for more than thirty (30) calendar days to a higher level
5 classification whose range is six (6) or more ranges higher than the range of the
6 former class will be notified in writing and will be advanced to a step of the range
7 for the new class that is nearest to ten percent (10%) higher than the amount of
8 the pre-promotional step.

9
10 C. Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for filling
11 behind Attendant Counselor 3 in the event of absences, exclusive of annual leave, for 15
12 workdays in a calendar month. Payment at the Attendant Counselor 3 rate will begin on
13 the 16th day of the Attendant Counselor 3 absence.

14
15 **X.8 Establishing Salaries for New Employees and New Classifications**

16 A. The Employer will assign newly hired employees to the appropriate range and
17 step of the appropriate State Salary Schedules as described in X.1, X.2, X.3 and X.4,
18 above.

19 B. The salary of employees in classes requiring licensure as a registered nurse will
20 be governed by the "N" Range Salary Schedule.

21 1. An employee's experience as a registered nurse (RN) and/or licensed practical
22 nurse (LPN), calculated as follows, will determine the placement of an
23 employee on the proper step within an "N" range:

24 a. RN experience will be credited year for year.

25 b. Up to ten (10) years LPN experience will be credited at the rate of two (2)
26 years LPN experience equals one (1) year of RN experience, for a
27 maximum credit of five (5) years.

X.9 Periodic Increases

Employees will receive periodic increases as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range. Employees governed by the "N" range salary schedule that have reached step K, will receive a one step increase based on years of experience up to the maximum of the range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with A, above.

X.10 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in sub-sections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurse's

1. Promotional increases for classes requiring licensure as a registered nurse ("N" ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes, which have pay range "N", will advance to the step in the new range, as shown in the "N" Range Salary Schedule, as described in X.2, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN) and/or licensed practical nurse (LPN). Experience will be credited as follows:

1. RN experience will be credited year for year.

2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

Or

b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The

1 appointing authority may authorize more than a five percent (5%) increase,
2 but the amount must be on a step within the salary range for the class.

3 Or

4 c. The appointing authority will advance an employee who is promoted under
5 any one or more of the following conditions to the step of the range for the
6 new class that is nearest to a minimum of ten percent (10%) higher than the
7 amount of the pre-promotional step. The appointing authority may
8 authorize more than a ten percent 10% increase, but the amount must be on
9 a step within the salary range for the class.

10 1. When the employee is promoted to a class whose base range is six (6)
11 or more ranges higher than the base range of the employee's former class.

12 2. When the employee is promoted over an intervening class in the same
13 class series.

14 3. When the employee is promoted from one (1) class series to a higher
15 class in a different series and over an intervening class in the new series,
16 which would have represented a promotion.

17 4. When an employee's promotion requires a change of residence to
18 another geographic area to be within a reasonable commuting distance of the
19 new place of work.

20 **X.11 Demotion**

21 An employee who voluntarily demotes to another position with a lower salary range
22 maximum will be placed in the new range at a salary equal to his or her previous base
23 salary. If the previous base salary exceeds the new range, the employee's base salary will
24 be set equal to the new range maximum.
25

X.12 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

X.13 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

X.14 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

X.15 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion, X.10, above.

X.16 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

X.17 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible shift employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second work day preceding the day off or holiday work assignment, affected

employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

C. Emergency Schedule Changes – Departments of Agriculture and Transportation

If the Employer makes an emergency schedule change as defined in Article X, Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary per occurrence in addition to all other compensation due.

X.18 Shift Premium

A. For purposes of this Section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift employees are not entitled to shift premium unless:

- a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

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2 b. The employee is temporarily assigned a full evening or night shift where
3 no overtime, schedule change pay, or callback compensation is received. Shift
4 premium is paid only for all evening or night shift hours worked in this
5 circumstance.

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7 3. Employees regularly scheduled to work at least one (1), but not all, evening
8 and/or night shifts are entitled to shift premium for those shifts. Additionally,
9 these employees are entitled to shift premium for all hours adjoining that
10 evening or night shift which are worked.

11
12 C. Part-time and on-call employees will be entitled to basic shift premium under the
13 following circumstances:

- 14
15 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
16
17 2. For assigned full evening or night shifts, as defined in Sub section B.2, above.

18
19 D. In cases where shift premium hours are regularly scheduled over a year, agencies
20 may pay shift premium at a monthly rate which is equal for all months of the year.
21 Monthly rates will be calculated by dividing twelve into the amount of shift
22 premium an employee would earn in a year if the hourly rules in Subsection B.2
23 were applied.

24
25 E. When an employee is compensated for working overtime during hours for which
26 shift premium is authorized in this Section, the overtime rate shall be calculated
27 using the "regular rate".
28

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

X.19 Shift Premium for Registered Nurses and Related Classes

Registered nurses 1-4 and related job classes requiring licensure as a registered nurse, licensed practical nurse 1-3, mental health licensed practical nurse 2-4, and psychiatric security nurse will receive \$1.50 an hour shift differential for evening shift and night shift work.

X.20 Supplemental Shift Premium for Nurses

For the classes of registered nurse 1-4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one or both of these supplemental shift premiums.

A. \$1.00 an hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. \$3.00 an hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

X.21 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee will receive the premium rate set in the shift premium rate designated in X.18 B. for all employees except for Registered Nurses and Related Classes which will receive the premium set forth in X.19 for all hours worked. The provisions of X.18 D, E and F will apply to employees working split shifts.

.22 Standby

A. An overtime eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.

2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.

D. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

- 1 E. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not
2 eligible for standby pay.
3

4 **X.23 Relocation Compensation**

- 5 A. The Employer may authorize lump sum relocation compensation, within existing
6 budgetary resources, under the following conditions:

- 7 1. When it is reasonably necessary that a person make a domiciliary move in
8 accepting a reassignment or appointment; or
9
10 2. It is necessary to successfully recruit or retain a qualified candidate or
11 employee who will have to make a domiciliary move in order to accept the
12 position.
13

- 14 B. If the employee receiving the relocation payment terminates or causes termination
15 of his or her employment with the state within one year of the date of employment,
16 the state will be entitled to reimbursement for the moving costs which have been
17 paid and may withhold such sum as necessary from any amounts due the employee.
18 Termination as a result of layoff, or disability separation will not require the
19 employee to repay the relocation compensation.
20

21 **X.24 Salary Overpayment Recovery**

- 22 A. When an agency has determined that an employee has been overpaid wages, the
23 agency will provide written notice to the employee which will include the
24 following items:

- 25 1. The amount of the over payment
26 2. The basis for the claim
27 3. The rights of the employee under the terms of this Agreement.
28

- 29 B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made unless a longer period is agreed to by the employee and the agency.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

X.25 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. The Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.

B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices H and I to this Agreement.

X.26 Dependent Care Salary Reduction Plan

1 The Employer agrees to maintain the current dependent care salary reduction plan that
2 allows eligible employees, covered by this Agreement, the option to participate in a
3 dependent care reimbursement program for work-related dependent care expenses on a
4 pretax basis as permitted by Federal tax law or regulation.

5
6 **X.27 Pretax Health Care Premiums**

7 The Employer agrees to provide eligible employees with the option to pay for the
8 employee portion of health premiums on a pretax basis as permitted by Federal tax law or
9 regulation.

10
11 **X.28 Medical/Dental Expense Account**

12 Effective January 2006, the Employer agrees to allow insurance eligible employees,
13 covered by the Agreement, to participate in a medical and dental expense reimbursement
14 program to cover co-payments, deductibles and other medical and dental expenses, if
15 employees have such costs, or expenses for services not covered by health or dental
16 insurance on a pretax basis as permitted by Federal tax law or regulation.

17
18 **X.29 Fire Duty Compensation: Department of Corrections (DOC) and Department of**
19 **Social and Health Services (DSHS)**

20 DOC and DSHS employees sent to forest fire camps in charge of inmate or resident fire
21 fighters for a period of twenty-four (24) hours or more will be on "extended duty
22 assignment." Employees on extended duty assignment will be considered to be on
23 continuous duty from the time they commence such duty, including travel time to the fire,
24 until they are released from duty, including travel time for return to their non-fire duty
25 station.

26
27 A. During the extended duty assignment, all time will be paid as work time, except
28 that the Employer may deduct up to eight (8) hours of non-work time each day for
29 sleep, plus up to three (3) hours for meals, provided that:

1
2 1. The employee has no responsibility during time deducted for meal periods.
3

4 2. The time deducted for sleep includes a period of five (5) continuous hours
5 which are not interrupted by a call to work.
6

7 B. Employees will not be entitled to receive callback pay for any work performed
8 during the hours of an extended duty assignment or the transition back to their
9 regular work schedule.
10

11 C. While on extended duty assignment, the employee's workweek will remain the
12 same. However, an employee's assigned work hours while on extended duty
13 assignment may be different from his or her regularly assigned work hours. Work
14 schedules for employees on extended duty assignment will be determined after
15 camp has been set up.
16

17 D. If an employee is directed to perform duties which extend beyond his or her
18 assigned work hours, as determined in C above, he or she will be compensated at
19 the overtime rate. If an employee is directed to return to duty without having had
20 five (5) continuous hours off duty, the employee will be compensated at the
21 overtime rate for all off-duty hours in addition to the number of hours worked,
22 until he or she is relieved from duty for five (5) consecutive hours. If an
23 employee is directed to return to work after being off-duty for five (5) consecutive
24 hours but prior to his or her assigned shift, he or she will be compensated at the
25 overtime rate for actual hours worked during the off-duty hours.
26

27 E. There is no eligibility for standby pay during an extended duty assignment.
28

F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.

X. 30 Fire Duty Compensation – Department of Natural Resources

A. Compensation for typical fire suppression duties:

Department of Natural Resources (DNR) employees performing fire suppression duties or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system an employee's work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.
 2. For those hours worked under the incident command system, \$1.00* is added to an employee's regular rate in lieu of any other forms of additional compensation including but not limited to callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five hours.
 3. Employees will be paid at one and one-half (1 ½) times the sum of their regular hourly rate plus \$1.00* for those hours worked in excess of forty (40) hours in a workweek as a result of wild fire suppression and/or other emergency duties performed under the incident command system. For purposes of this sub-section, the regular hourly rate does not include any allowable exclusions as specified in Section X.1D of Article X, Overtime
- * If any other labor organization negotiates an amount greater than \$1.00, then this amount will be increased to equal the greater amount.

1 B. Compensation When Deployed to a Spike Camp:

2 When deployed to a spike camp, employees will be considered on 24-hour duty.

3 Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona
4 fide scheduled sleeping period of up to eight (8) hours are excluded from paid time,
5 provided adequate sleeping facilities are furnished and the uninterrupted sleep period
6 is at least five (5) hours.

7
8 When an employee is deployed by incident command staff to a spike camp, the spike
9 camp is a closed satellite camp with limited and variable support facilities, but
10 provides, at a minimum, hot meals and adequate sleeping facilities.

11
12 C. Compensation for Coyote Status:

13 When deployed to coyote status, employees will be considered in 24-hour pay status
14 and paid accordingly without excluding bona fide meal periods or sleep periods. An
15 employee is in coyote status when deployed by incident command staff and required
16 to remain in remote and primitive conditions near the fireline and cannot return to any
17 base or spike camp at the end of the work shift.

18
19 D. "Wild Fire Suppression and Other Emergency Duties", attached as Compensation
20 Appendix J, provides direction on the non-compensation elements of fire duty.

21
22 **X.31 Spill Response Team – Department of Ecology**

23 A. In addition to the compensation described in Article X, Overtime of this
24 Agreement, employees on spill response duty will be compensated as follows.

- 25
26 1. Employees will be in only one (1) pay status at a time. Employees cannot
27 accrue standby pay and pay for time worked.

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Article X, Compensation of this Agreement for all hours in standby status.

B. Employees responding to a spill will be paid for at a rate of one and one-half times the employee's hourly salary (including the assignment pay) for time worked outside their normal work hours. "Responding to a spill" includes receiving phone calls and any required follow-up activities, field response, and any other activities as identified in the Spill Response Operations Manual.

C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive Assignment Pay per Article X, Compensation of this Agreement. Employees not permanently assigned to the Emergency Response Team (after-hours responders) but designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive three hundred dollars (\$300) for each assigned week of duty. When the assigned week of duty is performed by two (2) or more responders, the three hundred dollars (\$300) assignment pay will be apportioned to the responders as described in the Spill Response Operations Manual.

For the Union:

For the Employer:

Compensation Appendix A
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education Represented Employees

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.1 B)

Compensation Appendix B
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.1.C)

Compensation Appendix C
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "N" Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.2 B)

Compensation Appendix D
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "N" Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.2 C)

Compensation Appendix E
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "T" Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.3 B)

Compensation Appendix F
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "T" Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.3 C)

Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

The following classifications will receive pay increases necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

WFSE

<u>Job Class</u>	<u>Change</u>
02970 COMPTR OPERTR 3	5.0
03010 COMP OPER AN 1	5.0
03011 COMP OPER AN 2	5.0
03050 COMP INPUT SCH 2	5.0
03060 COMP INPUT SCH 3	5.0
03760 DATA PROC SUPV 4	5.0
11220 MWBE PRG SPEC 2	2.5
11250 BUS ENTR PG ASST	2.5
11380 L&I STAFF CNSLT	2.5
11400 DOL STAFF CNSLT	2.5
11520 FORMS/RECDS TECH	2.5
11530 FORMS/RCDS ANAL1	2.5
11540 FORMS/RCDS ANAL2	2.5
11550 FORMS/RCDS ANAL3	2.5
11560 RCDS MGMT SUPV	2.5
11610 ADM REG ANAL 1	2.5
11630 ADM REG ANAL 2	2.5
11760 MGMT ANALYST 1	2.5
11780 MGMT ANALYST 2	2.5
11800 MGMT ANALYST 3	2.5
11820 MGMT ANALYST 4	2.5
41140 F&W OFF 1	12.5
41141 F&W OFF 2	12.5
41142 F&W OFF 3	12.5
41144 F&W DETECTIVE	12.5
43300 PRES VESS INSP 1	10.0
43310 PRES VESS INSP 2	10.0
43312 PRES VESS INSP 3	10.0
43350 ELEC CONS INSP	10.0
43420 ELEV INSPECT 1	10.0

9/15/2004

Classifications listed in this Appendix reflect the matching of classifications listed in the Department of Personnel's 2002 Salary Survey, and the classification data that agencies provided in the OFM Compensation Impact Model Agency Interface

Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

The following classifications will receive pay increases necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

WFSE Cont'd

43435 ELEV TECH SPEC	10.0
43870 CNST CMPL INSP 1	10.0
46750 CLMS OFR 1, DSHS	2.5
46760 CLMS OFR 2, DSHS	2.5
46761 CLAIMS OFF 3	2.5
46762 CLAIMS OFF 4	2.5
46860 IND INS COMP SUP	12.5
47194 IND APP JUDGE 2	2.5
47196 IND APP JUDGE 3	2.5
47220 HEARINGS EXAM 2	2.5
47240 HEARINGS EXAM 3	2.5
47290 REVIEW JUDGE	2.5
47540 FIN INCENT COORD	12.5
47830 MED TRMT ADJUD 1	12.5
47840 MED TRMT ADJUD 2	12.5
47850 MED TRMT ADJUD 3	12.5
47860 MED TRMT ADJUD 4	12.5
47880 WKR CMP ADJ 1	12.5
47881 WKRS CMP ADJ 2	12.5
47890 WKRS CMP ADJ 3	12.5
47900 WKRS CMP ADJ 4	12.5
47910 WKRS CMP ADJ 5	12.5
48900 LIC HEAR SPEC	12.5
51060 CORR HLT CR SP 2	10.0
51080 PHYSICIAN ASST	10.0
51090 PHYS ASST, CERT	10.0
51700 ASSOC MD DIR L&I	12.5
51702 ASOC MD DIR CHIR	12.5
53050 LAB HELPER	12.5
53070 LAB ASST	12.5
53100 LAB TECH 1	12.5
53120 LAB TECH 2	12.5
53140 LAB TECH 3	12.5

9/15/2004

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Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

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WFSE Cont'd

53180 MED TECHNOGST 2	12.5
53200 MED TECHNOGST 3	12.5
53210 AD LABORATORIAN1	10.0
53300 MICROBIOLOGIST 1	10.0
53320 MICROBIOLOGIST 2	10.0
53340 MICROBIOLOGIST 3	10.0
53360 MICROBIOLOGIST 4	10.0
53490 RADIOLOGY TECH	12.5
53520 EPIDEMIOLOGIST 1	10.0
53522 EPIDEM 2 (N-MED)	10.0
53523 EPIDEM 3 (MED)	12.5
53524 EPIDEM 3 (N-MED)	10.0
53526 SR EPIDEM (N-MED)	10.0
53550 PHARMACIST-INVES	17.5
53710 PHARM ASST A	20.0
53720 PHARM ASST B	20.0
53800 CHEMIST 1	10.0
53820 CHEMIST 2	10.0
53830 CHEMIST 3	10.0
53840 CHEMIST 4	10.0
54100 DENTAL ASST 1	12.5
54110 DENTAL ASST 2	12.5
54950 MED PG SP 1	12.5
54960 MED PG SP 2	12.5
57340 PHY THERAPIST 3	5.0
60050 ENGR AIDE 1	7.5
60060 ENGR AIDE 2	7.5
60070 ENGR AIDE 3	7.5
60080 ENGR AIDE 4	7.5
60170 MECH ENGINEER 2	7.5
60190 MECH ENGINEER 3	7.5
60210 MECH ENGINEER 4	7.5

9/15/2004

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Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

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WFSE Cont'd

60230 CONST PROJECT MG	7.5
60320 ELECTRCL ENGR 4	7.5
60360 NAT RES ENG 3	7.5
60370 NAT RES ENG 4	7.5
60500 CIVIL ENGR 1	7.5
60520 CIVIL ENGR 2	7.5
60540 CIVIL ENGR 3	7.5
60560 CIVIL ENGR 4	7.5
60730 LAND SURVEYOR 2	7.5
60740 LAND SURVEYOR 3	7.5
60750 LAND SURVEYOR-WL	7.5
60850 NUCLEAR ENGINEER	7.5
60870 RADIA HLTH PHY 1	7.5
60880 RADIA HLTH PHY 2	7.5
60890 RADIA HLTH PHY 3	7.5
60900 RADIA HLTH PHY 4	7.5
60970 ELEC DESIGN ENGR	7.5
61410 UTILITIES ENG 3	7.5
62480 ENVIRONM ENG 1	7.5
62500 ENVIRONM ENG 2	7.5
62520 ENVIRONM ENG 3	7.5
62521 ENVIRONM ENG 3A	7.5
62540 ENVIRONM ENG 4	7.5
62550 ENVIRONM ENG 5	7.5
63581 HYDROGEOLOGIST 1	7.5
63590 HYDROGEOLOGIST 2	7.5
63600 HYDROGEOLOGIST 3	7.5
63610 HYDROGEOLOGIST 4	7.5
63611 HYDROGEOLOGIST 5	7.5
64220 BLDG DESIGNER 2	7.5
64260 ARCHITECT 2	7.5
64970 FACILTS PLANNER	7.5
64990 FAC SR PLANNER	7.5

9/15/2004

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Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

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WFSE Cont'd

65520 CARTOGRAPHIC TEC	7.5
65570 CARTOGRAPHER 2	7.5
66080 TRANSP TECH 2	2.5
66752 MAR TR SF SP 3	7.5
67030 PARKS PLANNER 3	7.5
67040 PARKS PLANNER 4	7.5
67120 OUTDOOR RES PLAN	7.5
67130 OUT RES PLAN SR	7.5
67220 OUTDOOR GRNTS MG	7.5
67800 TRAN PLAN TECH 1	2.5
67810 TRAN PLAN TECH 2	2.5
70050 LABORER	2.5
70070 TRADES HELPER	2.5
70090 GENERAL REPAIRER	10.0
70200 PLUMBER	10.0
70220 PLUMBER SUPV	10.0
70250 STEAM FITTER	10.0
70280 HVAC TECH	10.0
70281 HVAC SUPERVISOR	10.0
70370 ELECTRICIAN	10.0
70390 ELECTRICIAN SUPV	10.0
70530 C & M PJ SP 1 PK	10.0
70540 C & M PJ SP 2 PK	10.0
70545 C & M PS SP 3 PK	10.0
71250 MAINT SPEC TRNSP	10.0
71270 TUNNEL MAINT SUP	10.0
72240 REFRIG MECHANIC	10.0
72500 WELDER	10.0
72601 COMM SYS MGR	7.5
72670 EL COM SY TCH-FI	10.0
72671 SR TELECOM SPEC	10.0
72680 TL SY SPEC	10.0

9/15/2004

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Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

The following classifications will receive pay increases necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

WFSE Cont'd

72700 CNTL SYS TECH	10.0
72830 TRAFFIC SIG SUPV	10.0
7284A TRN SYS TEC A	7.5
7284B TRN SYS TEC B	7.5
7284C TRN SYS TEC C	7.5
7284D TRN SYS TEC D	7.5
72890 ELEC SUPR TRANS	10.0
75100 STATION ENGR 1	5.0
75120 STATION ENGR 2	5.0
75140 STATION ENGR 3	5.0
75400 WWATR TR PL OP 1	5.0
75420 WWATR TR PL OP 2	5.0
77010 CENTRAL SUP TECH	12.5
77020 CNTRL SUP SUPR 1	12.5
77030 CNTRL SUP SUPR 2	15
97052 PARK RGR IN-TRN	12.5
97070 PARK RANGER SEAS	12.5
97090 PARK RANGER 1	12.5
97110 PARK RANGER 2	12.5
97130 PARK RANGER 3	12.5
97150 PARK RANGER 4	12.5
97170 PARK RANGER 5	12.5
97190 PARK RANGER 6	12.5
97210 PARK RANGER 7	12.5

9/15/2004

Classifications listed in this Appendix reflect the matching of classifications listed in the Department of Personnel's 2002 Salary Survey, and the classification data that agencies provided in the OFM Compensation Impact Model Agency Interface

Compensation Appendix H

ASSIGNMENT PAY

Updated June 2004

Following is a list of classes for which assignment pay (AP) has been approved by the WPRB in accordance with WAC 356-15-125. AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

Class Title	Class Code	Premium	Reference#
GROUP A			
Assistant State Auditor 3	13540	4 ranges	33
Assistant State Auditor 4	13560	4 ranges	33
Bridge Engineer 1	66400	4 ranges	22
Bridge Engineer 2	66410	4 ranges	22
Bridge Engineer 3	66420	4 ranges	22
Bridge Engineer 4	66430	4 ranges	22
Bridge Engineer 5	66440	4 ranges	22
Bridge Engineer 7	66451	4 ranges	22
Bridge Engineer Supervisor 1	66450	4 ranges	22
Bridge Technician 1	66380	4 ranges	22
Bridge Technician 2	66385	4 ranges	22
Carpenter	70150	2 ranges	31
Construction & Maintenance Project Specialist 1 - Parks	70530	See Reference	3
Construction & Maintenance Project Spec 2 - Parks	70540	See Reference	3,39
Construction and Maintenance Superintendent 1	70600	2 ranges	31
Construction and Maintenance Supervisor	70550	2 ranges	31

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Correctional Officer 2	39050	See Ref.	23
Correctional Sergeant	39070	See Ref.	23
Custodian	83190	4 ranges	9
Equipment Operator A	71180	4 ranges	12
Equipment Operator B	71190	4 ranges	12
Ferry Operator Assistant	71820	See Ref.	5
Fish & Wildlife Officer 1	41140	4 ranges	7
Fish & Wildlife Officer 2	41141	4 ranges	7
Fish & Wildlife Officer 3	41142	4 ranges	7
Fish & Wildlife Detective	41144	4 ranges	7
General Repairer	70090	2 ranges	31
Liquor Store Clerk	06280	2 hrs/day	13
Liquor Store Manager 1	06360	2 ranges	15
Liquor Store Manager 2	06400	2 ranges	15
Maintenance Technician 1	71070	See Ref.	5, 16, 22, 36
Maintenance Technician 2	71090	See Ref.	5, 16, 22, 36
Maintenance Technician 3	71110	See Ref.	5, 22, 16
Maintenance Lead Technician	71150	See Ref.	5, 22, 16
Maintenance Technician 1, Bridge	71340	See Ref.	5, 21, 22
Maintenance Technician 2, Bridge	71360	See Ref.	5, 21, 22
Maintenance Lead Technician, Bridge	71380	See Ref.	5, 21, 22
Maintenance Specialist	71250	See Ref.	5, 16
Maintenance Supervisor, Bridge	71400	See Ref.	21, 22
Mental Health Technician 1	56650	2 ranges	11
Mental Health Technician 2	56670	2 ranges	11
Mental Health Technician 3	56690	2 ranges	11
Park Ranger 1	97090	See Reference	37, 38

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Park Ranger 2	97110	See Reference	37, 38
Park Ranger 3	97130	See Reference	37, 38
Park Ranger 4	97150	See Reference	37, 38
Park Ranger 5	97170	See Reference	37, 38
Park Ranger 6	97190	See Reference	37, 38
PBX Chief Operator	02160	2 ranges	4
Psychiatric Security Attendant	56560	2 ranges	11
Rest Area Attendant	83140	4 ranges	36
Revenue Auditor 1	15280	4 ranges	10
Revenue Auditor 2	15300	4 ranges	10
Revenue Auditor 3	15320	4 ranges	10
Revenue Auditor 4	15330	See Ref.	10, 30
Security Guard 2	83602	4 ranges	34
Security Guard 3	83620	4 ranges	34
Sign Installation Specialist 1	71231	See Ref.	5
Sign Installation Specialist 2	71232	See Ref.	5
Trades Helper	70070	2 ranges	31
Transportation Engineer 1	66120	4 ranges	14
Transportation Engineer 2	66140	See Ref.	14,22
Transportation Engineer 3	66160	See Ref.	14,22
Transportation Engineer 4	66180	4 ranges	22
Transportation Engineer 5	66200	4 ranges	22
Transportation Technician 1	66060	See Ref.	14, 22
Transportation Technician 2	66080	See Ref.	14, 22
Transportation Technician 3	66100	See Ref.	14, 22
Truck Driver 1	73100	4 ranges	12
Truck Driver 2	73120	4 ranges	12

Compensation Appendix H

Warehouse Worker 1	77700	\$10.00/month	2
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Class Title	Class Code	Premium	Reference#
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GROUP B

Asbestos Workers (Certified)	4 ranges	20
Clerical Crime Lab Support (WSP)	2 ranges	25
CSR Team and SIR Team (WSP)	3 percent	27
Dual Language Requirement	2 ranges	18
Drive Kenworth Truck (SOS)	4 ranges	8
Patient Transport (DSHS)	4 ranges	17
Patient Resident Supervision (DSHS)	2 ranges	1
Pesticide Sprayers (DOT)	4 ranges	16
Resident Transportation (DVA)	Trk.Dr. Rate	19
SCUBA Diving Requirement	\$7.50/hour	3
Emergency Spill Response Team (ECOL)	See Ref.	24

REFERENCE #1: For supervision, training, and counseling of mentally retarded residents or mental patients or Juvenile Rehabilitation Institution Residents. Basic salary range plus two ranges. (Eff. 7/69; Rev. 7/78, 12/78, 10/79, 4/98, 1/02)

REFERENCE #2: For full-time assignment to forklift operations. Basic salary range plus \$10.00 a month shall be paid to employees in this class. (Eff. 7/69)

REFERENCE #3: For required SCUBA diving. Basic salary range plus \$7.50 per diving hour to employees in any class but Master Diver (92900). (Eff. 7/69; Rev. 7/78)

REFERENCE #4: For (a) Department of Information Services' PBX Operators who are responsible for computerized conference call bridging, statewide service intercept, and introduction and testing to evaluate the usefulness of latest PBX equipment: (b) direct supervisory responsibility over PBX Security Communications Operators. Basic salary range plus two ranges. (Rev. 3/70, 7/78, 10/79, 9/91, 11/91)

REFERENCE #5: For assigned operation of highway equipment rated above the employee's classification. Basic salary range plus the hourly difference between the top step of the Maintenance Technician 3 class and the top step of the salary range representing a four-range increase over the Maintenance Technician 3 class. Employees operating this equipment shall be

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paid for actual operations that continue for at least one hour. Equipment operation that lasts for less than one continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate. (Eff. 7/75; Rev 7/78, 10/79, 1/91)

REFERENCE #6: Applicable only to the Military Department, Emergency Management Division. Employees assigned as duty officers outside of their regular work shift will receive an hourly salary of \$8.50. (Eff. 12/93)

REFERENCE #7: Within the Department of Fish and Wildlife only. Combines with base salary as total pay for 171-hour, 28-day work period. See 356-15-030(4)(D). (Eff. 12/85; Rev. 12/89; 12/97)

REFERENCE #8: Payable to the staff of the Office of the Secretary of State in classification below Truck Driver 2 salary range when they are qualified to operate, and are assigned to drive the Kenworth truck, GVW 29,700 lbs., (or its equivalent). The employees shall receive basic salary plus four ranges, on a step-for-step basis, up to but not exceeding the Truck Driver 2 pay range. AP to be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment. (Eff. 10/96; Rev. 11/96)

REFERENCE #9: For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus two ranges. Basic salary range plus two ranges will be paid to designated working supervisor of floor crew. (Rev. 10/79, 1/01, 9/01)

REFERENCE #10: Basic salary range plus four ranges shall be paid to Department of Revenue employees in Revenue Auditor classifications which are permanently assigned to maintain an office at an out-of-state location or are on a one-year roving assignment out-of-state. (Eff. 7/69)

REFERENCE #11: For successful completion of the Department of Social and Health Services approved core curriculum which consists of 45 college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus two ranges. (Eff. 7/82; Rev 11/86, 7/90, 1/01)

REFERENCE #12: Employees assigned to operate equipment above this level shall be compensated four ranges above their base rate, and shall be credited with a minimum of four hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84)

REFERENCE #13: In addition to pay for all hours worked, 0.2 hours pay for each day the employee is in charge of the store for the last two hours of operation or for opening the store alone. (Eff. 7/84; Rev. 11/97)

REFERENCE #14: For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall 30 feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus four ranges. (Eff. 11/85)

REFERENCE #15: Basic salary range plus two ranges for each full day an employee is formally assigned to train one or more Liquor Store Managers from other stores. (Eff. 11/85)

REFERENCE #16: For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between the top step of the Maintenance Technician 3 class and the top step of the salary range representing a four-range increase over the Maintenance Technician 3 class. Employees who are responsible

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for actual mixing, record keeping, and praying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one hour. Mixing, record keeping, and application of pesticides that last for less than one hour shall not qualify employees for assignment pay. (Eff. 1/89; Rev. 2/00)

REFERENCE #17: Payable to DSHS staff in classification below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary range plus four ranges. If the first step of the range for the equipment exceeds the four range AP, then the first step shall be paid. Payable for the greater of actual operating time or two hours. Applicable only to the Department of Social and Health Services. (Eff. 3/89; Rev. 4/94)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two additional ranges. (Rev. 5/92)

REFERENCE #19: For Veterans' Affairs personnel while assigned to drive buses listed in the specifications for Truck Driver 1, 2, or 3, four additional ranges, not to exceed the top of the range for the appropriate class nor to be less than the first step of that range. To be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment. (Eff. 5/89)

REFERENCE #20: Basic salary plus four ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator. (Eff. 5/89)

REFERENCE #21: Basic salary plus four ranges for a minimum of four hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc. (Eff. 7/89)

REFERENCE #22: Basic salary plus four ranges for a minimum of four hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck. (Eff. 2/91; Rev. 10/97, 3/02)

REFERENCE #23: Correctional Officers within the Department of Corrections, Division of Prisons, who operate either Class B Equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range, on a step-for-step basis, as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Correctional Sergeants who operate either Class B equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range on a step-for-step basis as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours operating the equipment. Operating equipment is defined as loading, unloading, maintaining and driving the equipment. (Eff. 9/92)

REFERENCE #24: Part A - Within the Department of Ecology, basic salary range plus four ranges to designated employees permanently assigned to the Emergency Spill Response Team.
Part B - Within the Department of Ecology, \$300.00 for each assigned week of duty to designated employees not permanently assigned to the Emergency Spill Response Team. (Eff. 10/00)

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REFERENCE #25: Basic salary plus two additional ranges for crime lab support staff performing evidence handling activities. (Eff. 9/91)

REFERENCE #26: While driving fish-hauling trucks off station to transport fish or to deliver truck for authorized maintenance, the employee shall advance to the same letter step in the range for: Truck Driver 1 for trucks rated at or exceeding 22,000 pounds G.V.W., (or a 3/4 ton truck or 1 ton truck or larger in combination with a trailer/tank at or exceeding 22,000 pounds G.V.W.); Truck Driver 2, if the truck exceeds 28,000 pounds G.V.W. The advanced pay level shall be for a one hour minimum and thereafter on an hour-for-hour basis for all hours for which the vehicle is assigned. (Eff. 1/91; Rev. 9/91)

REFERENCE #27: Assignment pay in the amount of three percent of the employee's current monthly salary shall be paid to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team. (Eff. 5/94; Rev. 6/98)

REFERENCE #29: Upon review and approval from the Department of Personnel, up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used. (Eff. 5/01)

REFERENCE #30: Basic salary range plus two ranges shall be paid to Department of Revenue employees permanently assigned to the Computer Assisted Audit Program Unit and are responsible for the retrieval and analysis of electronic data in addition to the development of statistical sampling plans and the evaluations of results. (Eff. 3/01)

REFERENCE #31: For each day the employee is assigned specific duties performing exterior sandstone maintenance which requires the use of scaffolding or safety harnesses above the first floor. Basic salary plus two ranges. (Eff. 9/01)

REFERENCE #32: Within the Department of Corrections, for employees located at McNeil Island Corrections Center, who are fully trained and qualified, assignment pay will be paid when performing fuel oil transfer duties at the McNeil Island Oil Transfer Facility. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours while actually performing all relevant fuel oil transfer duties. These duties include: maintenance of all tanks and affiliated systems, daily measurements of stock fuel levels, the transfer of fuel from bulk storage tanks to oil tankers, and relevant training. Basic salary range plus four ranges. (Eff. 9/01, Rev. 11/01)

REFERENCE #33: Basic salary range plus four ranges shall be paid to State Auditor's Office employees permanently assigned to the State Technology Audit Team or the Local Government Technology Audit Team and who are responsible for highly complex information technology audits and reviews conducted to determine the following: integrity, confidentiality, availability and auditability of data; adequacy of internal controls; and comprehensive vulnerability assessment. Employees in these positions make recommendations to address the identified risks and provide consultation regarding systems under development. (Eff. 7/02)

REFERENCE #34: Basic salary range plus four ranges shall be paid to Washington Military Department employees that are qualified and required to carry a firearm while on duty. (Eff. 7/02)

REFERENCE #35: Basic salary plus two ranges for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission. (Eff. 9/03)

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Note: The current Racing Steward incumbents' have Y-rated salaries. These employees will not be eligible to receive this assignment pay as long as their Y-rated salaries exceed the base salary of the Racing Steward plus two ranges.

REFERENCE #36: Basic salary range plus four ranges while performing back flow valve testing. (Eff. 5/03)

REFERENCE #37: Certified Ranger Safety Team Instructors, including defensive tactics, firearms, fitness and pistol maintenance instructors, will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to Washington State Park Rangers or in receiving re-certification training. The Master Instructors are included in the Ranger Safety Instructor group. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.

REFERENCE #38: Certified Defensive Tactics Instructors will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving defensive tactics instruction to Washington State Park Rangers or in receiving defensive tactics instructor re-certification training. The Master Instructor is included as a Defensive Tactics Instructor.

REFERENCE #39: Construction and Maintenance Project Specialist 1 and 2 position assigned to marine crew will be compensated ten percent (10%) of their base pay and will be credited with a minimum of four (4) hours at the higher rate on each day they operate Class C equipment.

GROUP C ASSIGNMENT PAY REPORT					
Assignment Pay Reference #29 allows the Department of Personnel to authorize an increase to positions located where the cost of living impacts the agency's ability to recruit and/or retain employees.					
Agency/ Class Code	Class Title		Number of Positions	Location	Approved Increase
ATTORNEY GENERAL					
	10800	Legal Secretary 1	21	Seattle	4 ranges
	01820	Legal Secretary 2	27	Seattle	4 ranges
	01821	Legal Secretary 3	10	Seattle	4 ranges
DEPT. OF CORRECTIONS					
	5367S	Pharmacist	8	Statewide	10 ranges
	5368S	Pharmacist Supervisor	7	Statewide	10 ranges
DEPT. OF VETERANS AFFAIRS					
5367S Pharmacist			2	Statewide	10 ranges
5373S Pharmacist Clinical			1	Statewide	10 ranges
DEPT. OF LABOR AND INDUSTRIES					
	10800	Legal Secretary 1	5	Seattle	4 ranges

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	01820	Legal Secretary 2	3	Seattle	4 ranges	
	01821	Legal Secretary 3	1	Seattle	4 ranges	
DEPT. OF SOCIAL AND HEALTH SERVICES						
	70200	Plumber	2	Fircrest School	7 ranges	
	70250	Steamfitter	1	Fircrest School	7 ranges	
	70370	Electrician	2	Fircrest School	11 ranges	
	72950	Electronics Technician	1	Fircrest School	7 ranges	
	75120	Stationary Engineer 2	7	Fircrest School	7 ranges	
	75140	Stationary Engineer 3	1	Fircrest School	7 ranges	
	75570	Plant Mechanic Supervisor	1	Fircrest School	7 ranges	
	5367S	Pharmacist	5	Statewide	10 ranges	
	5373S	Pharmacist, Clinical	22	Statewide	10 ranges	
	5368S	Pharmacist Supervisor	1	Statewide	10 ranges	
DEPT. OF TRANSPORTATION						
	71070	Maintenance Tech. 1	2	Northwest Region	4 ranges	
	71090	Maintenance Tech. 2	10	Northwest Region	4 ranges	
	71110	Maintenance Tech. 3	6	Northwest Region	2 ranges	
	71150	Maintenance Lead Tech.	4	Northwest Region	2 ranges	
	71170	Maintenance Supervisor	3	Northwest Region	4 ranges	
	71231	Sign Instal. Supervisor 1	2	Northwest Region	6 ranges	
	71232	Sign Instal. Supervisor 2	1	Northwest Region	2 ranges	
	66160	Transportation Engineer 3	2	Seattle	4 ranges	
	71300	Bridge Tender	4	Everett	1 range	
	71400	Maintenance Supervisor, Bridge	1	Everett	4 ranges	
	71070	Maintenance Tech. 1	3	Everett	2 ranges	
	71340	Maintenance Tech. 1, Bridge	1	Everett	2 ranges	
	71360	Maintenance Tech. 2, Bridge	7	Everett	2 ranges	
	71380	Maintenance Lead Tech., Bridge	2	Everett	4 ranges	
	71300	Bridge Tender	11	Bellevue	2 ranges	
	71340	Maintenance Tech. 1, Bridge	10	Bellevue	4 ranges	
	71360	Maintenance Tech. 2, Bridge	12	Bellevue	4 ranges	
	71380	Maintenance Lead Tech., Bridge	6	Bellevue	4 ranges	
	71420	Maint. Sup., Float Bridge	2	Bellevue	4 ranges	
	12030	Fiscal Technician	3	Bellevue	4 ranges	
	01024	Secretary Supervisor	2	Bellevue	4 ranges	
	71070	Maintenance Tech. 1	11	Bellevue	4 ranges	
	71090	Maintenance Tech. 2	30	Bellevue	4 ranges	
	71110	Maintenance Tech. 3	5	Bellevue	2 ranges	
	71150	Maintenance Lead Tech.	15	Bellevue	2 ranges	

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	71170	Maintenance Supervisor	4	Bellevue	4 ranges	
	71250	Maintenance Spec., Tr	6	Bellevue	2 ranges	
	71270	Tunnel Maint., Sup.	1	Bellevue	4 ranges	
	61870	Right of Way Agent 2	1	Headquarters	2 ranges	
	61800	Right of Way Agent 3	6	Headquarters	4 ranges	
	61890	Right of Way Agent 4	13	Headquarters	3 ranges	
	61870	Right of Way Agent 2	1	Olympic Region	2 ranges	
	61800	Right of Way Agent 3	18	Olympic Region	4 ranges	
	61890	Right of Way Agent 4	6	Olympic Region	3 ranges	
	61860	Right of Way Agent 1	9	Northwest Region	1 range	
	61870	Right of Way Agent 2	20	Northwest Region	2 ranges	
	61800	Right of Way Agent 3	18	Northwest Region	4 ranges	
	61890	Right of Way Agent 4	12	Northwest Region	3 ranges	
	71090	Maintenance Tech. 2	6	Northwest Region	4 ranges	
	61800	Right of Way Agent 3	6	Pierce/Thurston Co	4 ranges	
	61890	Right of Way Agent 4	2	Pierce/Thurston Co	3 ranges	
	71150	Maintenance Lead Tech	2	Northwest Region	2 ranges	
	71231	Sign Instal Specialist 1	1	Northwest Region	1 range	
			412			
Updated: 3/17/04						

Compensation Appendix I

SPECIAL PAY RANGES AND NOTES

SPECIAL PAY RANGES

WAC 356-15-130 states that these ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes..

"E" RANGE: This range is used for classes having a prevailing pay range which is shorter than a standard range. An "E" range is a standard range with the first four steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

"D" RANGE: This range is a single rate per hour equivalent to the State's minimum wage. It is payable to employees who have dog handler assignments, and only while they are off duty, but are still required to care for the dog in their charge. Work time to be paid at "D" range includes, but is not limited to time required for daily feeding, exercising, grooming, and emergency health care of the dog, and care and cleaning of the kennel. (Rev 7/02)

"I" RANGE: This range is ten ranges higher than the range approved for lottery district sales representative and it may be applied only to those classifications. Use of this range is limited to sales incentive programs which: (a) may not exceed thirteen weeks for any program; (b) may not exceed four programs in any consecutive twelve months; (c) require achievement of specific goals which are set for each program by the lottery, such goals to be in excess of normal performance standards for the class.

The lottery is authorized to compensate individual employees on the "I" range for not more than three months as a result of any one sales incentive program, with the number of months stipulated in the incentive program announcement. Within these limits, movement of any employee to and from the "I" range will be at the discretion of the lottery, and shall be from and to the same step, subject to change by the employee's periodic increment date.

"J" RANGE: This range is a single rate per hour equivalent to range 62, step K. Use is limited to lottery employees who volunteer and are selected for lottery drawing duty as one of the following: (a) The lottery drawing official (LDO); (b) the lottery security official (LSO); or (c) the headquarters drawing official (HDO), as described under lottery procedures.

Employees performing these functions during their normal working shift will not be eligible for "J" range compensation. Employees performing these functions outside of their shift will be compensated by the "J" rate on an hourly basis with a two-hour minimum per drawing period.

APPENDIX J

Fire Duty Compensation – Department of Natural Resources

The provisions of this article apply to Department of Natural Resources (DNR) employees when performing wild fire suppression or other emergency duties under the incident command system.

Fire Season Work Schedules

While the state's fire season is in effect, work schedules for wild fire suppression personnel may be assigned that are other than Monday through Friday and 8:00 AM to 4:30 PM. Such fire season schedules shall provide for equitable rotation if requested by a majority of the affected employees.

For those employees whose permanent or temporary duty station is a correctional facility, DNR shall establish by April 15 each year a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with reasonable notice to their first-line management supervisor. The priority list shall be posted in a place visible to employees.

Rotational Fire Duty Standby

While the state's fire season is in effect, separate rotational standby schedules may be established for incident command system positions of Division Supervisor, Task Force Leader, and Resource Boss. If established, the rotational schedules would be posted in region and division offices and updated weekly. Actual rotation would not begin or continue except as authorized by the Employer. The Employer will make pagers or similar communication devices available to employees if on rotational standby for deployment as a Division Supervisor, Task Force Leader, or Resource Boss.

1 **Agreement Applies to All Deployments**

2 A. Wild fire suppression working conditions as specified in this Agreement are
3 considered usual and customary in any wild fire suppression operation to
4 which the Employer has deployed employees.

5
6 B. On interagency fires, DNR shall designate a knowledgeable agency
7 representative or contact to ensure compliance with provisions of this
8 agreement.
9

10 **Length of Deployment**

11 A. The Employer retains sole authority to dispatch employees to fires even when
12 dispatched to inter-agency fires.

13
14 B. If not released from wild fire suppression duty by the tenth (10th) consecutive
15 day following deployment away from their duty station, employees will be
16 scheduled for rest and recuperation and unavailable for work assignments for
17 twenty-four (24) hours. The rest and recuperation period is intended to occur
18 no later than the fourteenth (14th) consecutive calendar day. Up to forty-eight
19 (48) hours of travel to and up to forty-eight (48) hours of travel from the fire
20 incident are excluded in calculating ten (10) consecutive days. During a rest
21 and recuperation period, the employee will be paid eight (8) hours
22 miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a
23 4-10 schedule). Rest and recuperation leave is paid at the employee's straight
24 time hourly rate.
25

26 C. When a rest and recuperation period as discussed above does not occur
27 because of scheduling considerations before release from fire suppression
28 duty away from an employee's duty station, the employee shall take rest and
29 recuperation miscellaneous leave on the first calendar day after returning from
30 fire duty to the employee's regular duty station.
31

1 D. Deployment beyond fourteen (14) consecutive days requires mutual
2 agreement of the employee's Region/Division Manager, the DNR Resource
3 Protection Division Manager, and the employee. Approval to extend fire duty
4 deployment beyond fourteen (14) consecutive calendar days shall include
5 provision for scheduling a rest and recuperation period if not already taken at
6 the earliest opportunity consistent with safety and scheduling considerations.
7

8 **Normal Rest Periods**

9 When an employee is deployed under the incident command system to wild fire
10 suppression duty, it is normally appropriate to grant a reasonable rest period after
11 twelve (12) hours of fire line duty. Except when precluded by extraordinary
12 circumstances, a rest period is eight (8) or more continuous duty/travel free hours.
13

14 **Fit for Duty**

15 As in all other instances, employees while deployed to wild fire suppression
16 and/or other emergency duty under the incident command system are responsible
17 within their means to be physically able to resume their duties at the start of each
18 work shift.
19

20 **Fire Camp**

- 21 A. DNR employees are not required to remain in wild fire base camp during
22 off duty hours.
23
- 24 B. When a wild fire suppression base camp is established for overnight
25 operation and one-way travel to the nearest community does not
26 unreasonably exceed one (1) hour, the Employer will, except when
27 precluded by extraordinary circumstances, provide for round trip
28 transportation to the nearest community for employees who are off duty.
29
30
31

1 **Laundry Services**

2 After five (5) consecutive calendar days away from their duty station, employees
3 deployed to emergency duty under the incident command system shall be entitled
4 to laundry services until released from emergency duty. If contracted laundry
5 services are not provided, employees shall be reimbursed for laundry costs
6 incurred pursuant to Office of Financial Management, State Administrative and
7 Accounting Manual, Sub-section 10.60.10.

8
9 **Return to Normal Duties**

10 A. Upon return to normal duties following release from extended emergency duty
11 under the incident command system, the Employer will provide work for an
12 employee during regular scheduled hours if there is work that the employee
13 can perform safely and productively. If in the immediate supervisor's
14 judgment, there is not work that the employee can safely and productively
15 perform, the immediate supervisor will direct the employee to go off duty and
16 will notify the employee when scheduled to return to duty. If an employee is
17 directed to rest at the duty station, the directed rest time at the duty station is
18 duty time.

19
20 B. If an employee returning from extended emergency duty under the
21 incident command system is directed to go off duty or desires to go off
22 duty, the employee may request to be allowed to delay the start of their
23 normal schedule of regular hours and to make up regular shift hours
24 during the remainder of the workday or during the remainder of the
25 workweek without incurring overtime. The Employer will within reason
26 approve such employee requests. The Union acknowledges there may be
27 circumstances that preclude approving a request. When regular hours are
28 made up during the remainder of the workday or during the remainder of
29 the workweek, the regular hours are paid at the straight time rate. If an
30 employee returning from extended emergency duty under the incident

1 command system requests to use accrued vacation leave, the Employer
2 will within reason approve the employee request.
3

4 **Meals**

5 A. When fire safety requires employees to remain at a fire site for a period which
6 extends three (3) or more hours beyond their normal eight (8) hour work shift,
7 each employee is entitled to a nutritious meal and to an additional meal for
8 every four (4) hours of continuous work thereafter.
9

10 B. In emergency situations, on short notice, when an employee is required to
11 report for duty three (3) or more hours prior to their normal workshift, each
12 employee is entitled to a nutritious meal.
13

14 C. Meal delivery requirements may be flexible to facilitate a hot or a better
15 quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a
16 majority of the employees involved.
17

18 **Sleeping Bags**

19 On a project fire, each employee who remains at the site shall be provided a
20 sleeping bag and a sleeping pad of good quality.
21

22 **Inclement Weather Facilities**

23 On a project fire during inclement weather, reasonably warm and dry facilities
24 will be provided as soon as possible for eating and sleeping.
25

26 **Shower Facilities**

27 On a project fire, shower facilities including soap shall be made available as soon
28 as possible except when precluded by extraordinary circumstances.
29

ARTICLE _____

~~CONTRACTING~~

(The Employer and the Union agree that there will be no article on Contracting in the Agreement.)

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

DISCIPLINE

- X.1 The Employer will not discipline any permanent employee without just cause.
- X.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.
- X.3 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- X.4 All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.
- X.5 A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.
- B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

1 X.6 Employees placed on an alternate assignment during an investigation will not be
2 prohibited from contacting their union steward unless there is a conflict of interest, in
3 which case the employee may contact another union steward. This does not preclude the
4 Employer from restricting an employee's access to agency premises.
5

6 X.7 Prior to imposing discipline, except oral or written reprimands, the Employer will inform
7 the employee in writing of the reasons for the contemplated discipline and an explanation
8 of the evidence. The Employer will provide the Union with a copy. The employee will be
9 provided an opportunity to respond either at a meeting scheduled by the Employer, or in
10 writing if the employee prefers. A pre-disciplinary meeting with the Employer will be
11 considered time worked.
12

13 X.8 The Employer will provide an employee with fifteen (15) calendar days written notice
14 prior to the effective date of a reduction in pay or demotion.
15

16 X.9 The Employer has the authority to impose discipline, which is then subject to the
17 grievance procedure set forth in Article X. Oral reprimands, however, may be processed
18 only through the agency head step of the grievance procedure.
19

20 X.10 **Removal of Documents**
21

22 A. Written reprimands will be removed from an employee's personnel file after three
23 (3) years if:

- 24 1. Circumstances do not warrant a longer retention period; and
- 25 2. There has been no subsequent discipline; and
- 26 3. The employee submits a written request for its removal.
27

1 B. Records of disciplinary actions involving reductions-in-pay, suspensions or
2 demotions, and written reprimands not removed after three (3) years will be
3 removed after seven (7) years if:

- 4 1. Circumstances do not warrant a longer retention period; and
5 2. There has been no subsequent discipline; and
6 3. The employee submits a written request for its removal.

7
8 C. Nothing in this section will prevent the Employer from agreeing to an earlier
9 removal date, unless to do so would violate RCW 41.06.450.

10
11
12
13 For the Union:

For the Employer:

14
15
16 _____

17

TENTATIVE AGREEMENT

ARTICLE _____

DRUG AND ALCOHOL FREE WORKPLACE

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

X.2 **Possession of Alcohol and Illegal Drugs**

A. The use or possession of alcohol by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when:

1. The premises are considered residences, or

2. The premises or state vehicles are used for the transportation of, purchase, distribution and sale of alcohol pursuant to state law.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

X.3 **Notification of Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

X.4 **Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident,

1 random and reasonable suspicion testing in accordance with the U.S. Department of
2 Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal
3 Omnibus Transportation Employee Testing Act of 1991. The testing shall be
4 conducted in accordance with current agency policy.
5

6 B. In addition, employees who perform other safety-sensitive functions are subject to
7 pre-employment, post-accident, post-firearm shooting incidents, and reasonable
8 suspicion testing, conducted according to agency policy. For purposes of this Article,
9 employees who perform other safety-sensitive functions are those issued firearms and
10 those licensed health care professionals who administer or dispense medications as
11 part of their job duties.
12

13 C. Post-accident drug and alcohol testing may be conducted when a work-related
14 incident has occurred involving death, serious bodily injury or significant
15 property/environmental damage, or the potential for death, serious injury, or
16 significant property/environmental damage, and when the employee's action(s) or
17 inaction(s) either contributed to the incident or cannot be completely discounted as a
18 contributing factor.
19

20 **X.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive**
21 **Functions and all Department of Transportation and Washington State Patrol**
22 **Employees**

23 A. Reasonable suspicion testing for alcohol or controlled substances may be directed by
24 the Employer for any employee performing safety-sensitive functions or any
25 employee of the Department of Transportation or Washington State Patrol when there
26 is reason to suspect that alcohol or controlled substance use may be adversely
27 affecting the employee's job performance or that the employee may present a danger
28 to the physical safety of the employee or another.
29

1 B. Specific objective grounds must be stated in writing that support the reasonable
2 suspicion. Examples of specific objective grounds may include but are not limited to:

- 3
- 4 1. Physical symptoms consistent with controlled substance and/or alcohol use;
 - 5
 - 6 2. Evidence or observation of controlled substance or alcohol use, possession, sale,
7 or delivery; or
 - 8
 - 9 3. The occurrence of an accident(s) where a trained manager, supervisor or lead
10 worker suspects controlled substance/alcohol use may have been a factor.
 - 11

12 C. Referral – Referral for testing will be made on the basis of specific objective grounds
13 documented by a manager, supervisor or lead worker who has attended the training
14 on detecting the signs/symptoms of being affected by controlled substances/alcohol
15 and verified in person or over the phone by another trained manager, supervisor or
16 lead worker.

17

18 D. Testing – When reasonable suspicion exists, employees must submit to alcohol and/or
19 controlled substance testing when required by the Employer. A refusal to test is
20 considered the same as a positive test. When an employee is referred for testing, he
21 or she will be removed immediately from duty and transported to the collection site.
22 The cost of reasonable suspicion testing, including the employee's salary will be paid
23 by the Employer.

24

25 **X.6 Drug and Alcohol Testing – General**

26 A. Testing will be conducted in such a way to ensure maximum accuracy and reliability
27 by using the techniques, chain of custody procedures, equipment and laboratory
28 facilities, which have been approved by the U.S. Department of Health and Human
29 Services. Employees in the same agency as the employee being tested will not do

collection and processing of samples, excluding law enforcement officers using a breath-testing device. All employees notified of a positive controlled substance test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

B. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

X.7 Training

Training will be made available to managers, supervisors, and lead workers. The training will include:

A. The elements of the Employers Drug and Alcohol Free Workplace Program;

B. The effects of drugs and alcohol in the workplace;

C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and

D. Rehabilitation services available.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

DUES DEDUCTION/STATUS REPORTS

X.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

X.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

X.3 Union Security

All employees covered by this Agreement, will as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

1 B. An employee who does not join the Union based on bona fide religious tenets, or
2 teachings of a church or religious body of which they are members, shall make
3 payments to the Union that are equal to its membership dues, less monthly union
4 insurance premiums, if any. These payments will be used for purposes within the
5 program of the Union that are in harmony with the employee's conscience. Such
6 employees will not be members of the Union, but are entitled to all of the
7 representational rights of union members.

8
9 C. The Union shall establish a procedure that any employee who makes a request may
10 pay a representation fee equal to a pro rata share of collective bargaining expenses,
11 rather than the full membership fee.

12
13 D. If an employee fails to meet the agency shop provision outlined above, the Union will
14 notify the Employer and inform the employee that his or her employment may be
15 terminated.

16
17 **X. 4** The Employer agrees to deduct the membership dues, agency shop fee, non-association
18 fee, or representation fee from the salary of employees who request such deduction in
19 writing. Such request will be made on a Union payroll deduction authorization card.

20
21 **X.5 Dues Cancellation**

22 An employee may cancel his or her payroll deduction of dues by written notice to the
23 Employer and the Union. The cancellation will become effective on the second payroll
24 after receipt of the notice. However, the cancellation may cause the employee to be
25 terminated, subject to X.3, above.

26
27 **X.6 Status Reports**

1 A. Each month the Employer will provide the Union a report in an electronic format of
2 the following data, if maintained by the Employer, for employees in the bargaining
3 unit:

- 4 1. unique employee ID number
- 5 2. name
- 6 3. mailing address
- 7 4. agency code and title
- 8 5. sub-agency code and title
- 9 6. organization and division codes and titles
- 10 7. work unit
- 11 8. work phone number
- 12 9. appointment status
- 13 10. classification code and title
- 14 11. appointment date
- 15 12. bargaining unit code and title
- 16 13. position number
- 17 14. salary range
- 18 15. salary step
- 19 16. work county
- 20 17. part-time percent
- 21 18. seniority date
- 22 19. separation date
- 23 20. special pay code
- 24 21. gross salary
- 25 22. dues or fee rate deduction code
- 26 23. dues or fee deduction amount
- 27

1 B. Each month the Employer will provide the Union a report in an electronic format of
2 the following data, if maintained by the Employer, for employees who enter or leave
3 the bargaining unit or who stop or start deductions:

- 4 1. unique employee ID number
- 5 2. name
- 6 3. mailing address
- 7 4. agency code and title
- 8 5. sub-agency code and title
- 9 6. organization and division codes and titles
- 10 7. work unit
- 11 8. work phone number
- 12 9. appointment status
- 13 10. classification code and title
- 14 11. appointment date
- 15 12. bargaining unit code and title
- 16 13. position number
- 17 14. salary range
- 18 15. salary step
- 19 16. work county
- 20 17. part-time percent
- 21 18. seniority date
- 22 19. separation date
- 23 20. special pay code
- 24 21. gross salary
- 25 22. LWOP or separation action code and date.

26
27 C. Information provided pursuant to this Section will be maintained by the Union in
28 confidence according to the law.
29

1 D. The Union will indemnify the Employer for any violations of employee privacy
2 committed by the Union pursuant to this Section.
3

4 **X.7 Indemnification**

5 The Employer shall be held harmless by the Union and employees for compliance with
6 this Article and any issues related to the deduction of dues and fees.
7
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9

10 For the Union:

For the Employer:

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ARTICLE _____

EMPLOYEE RIGHTS**X.1 Employee Liability**

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the state, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 070.

X.2 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with RCW 4.92.100 and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

X.3 Duty Station

Each bargaining unit employee will be assigned a permanent duty station in accordance with OFM travel regulations. If the permanent duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of a permanent duty station results in a commute in excess of thirty-five (35) miles in addition to the current commute, the employee may exercise his or her rights under Article X, Layoff and Recall.

X.4 Use of Volunteers and Student Workers

The Employer will use volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers, student workers and other non-civil service personnel will not supervise bargaining unit employees.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

ENTIRE AGREEMENT

X.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties—whether written or oral—is null and void, unless specifically preserved in this Agreement.

X.2 With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

X.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

X.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

FAMILY AND MEDICAL LEAVE

X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement period will

1 be a rolling twelve (12) month period measured forward from the date an employee begins
2 FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period,
3 the leave will be subtracted from the twelve (12) weeks of available leave.
4

5 X.3 The Employer will continue the employee's existing employer-paid health insurance, life
6 insurance and disability insurance benefits during the period of leave covered by FMLA. The
7 employee will be required to pay his or her share of health insurance, life insurance and
8 disability insurance premiums.
9

10 X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The
11 use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by
12 workers' compensation or assault benefits and compensatory time) for an FMLA-qualifying
13 event will run concurrently with, not in addition to, the use of the FMLA for that event.
14

15 X.5 A. Parental leave will be granted to the employee for the purpose of bonding with his or
16 her natural newborn, adoptive or foster child. Parental leave may extend up to six (6)
17 months, including time covered by the FMLA, during the first year after the child's birth or
18 placement. Leave beyond the period covered by the FMLA may only be denied by the
19 Employer due to operational necessity. Such denial may be grieved beginning at Step X of
20 the grievance procedure in Article X.
21

22 B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave
23 for pregnancy disability or other qualifying events, personal holiday, compensatory time, or
24 leave without pay.
25

26 X.6 Serious health condition leave consistent with the requirements of the FMLA will be granted to
27 an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious
28 medical condition that requires on-site care or supervision by the employee. Personal medical
29 leave consistent with the requirements of the FMLA will be granted to an employee for his or
30 her own serious health condition that requires the employee's absence from work. The

1 Employer may require that such personal medical leave or serious health condition leave be
2 supported by certification from the employee's or family member's health care provider.
3

4 X.7 Personal medical leave or serious health condition leave covered by the FMLA may be taken
5 intermittently when certified as medically necessary.
6

7 X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee will
8 be required to provide a fitness for duty certificate from a health care provider.
9

10 X.9 The employee will provide the Employer with not less than thirty (30) days' notice before the
11 FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance,
12 then the employee will provide such notice when feasible.
13
14

15 For the Union:

For the Employer:

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19 _____
20

TENTATIVE AGREEMENT

ARTICLE _____

GRIEVANCE PROCEDURE

X.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

X.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or

1 holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
2 Transmittal of grievances, appeals and responses will be in writing, and timelines will
3 apply to the date of receipt, not the date of postmarking.
4

5 **D. Failure to Meet Timelines**

6 Failure by the Union to comply with the timelines will result in the automatic
7 withdrawal of the grievance. Failure by the Employer to comply with the timelines
8 will entitle the Union to move the grievance to the next step of the procedure.
9

10 **E. Contents**

11 The written grievance must include the following information:

- 12 1. The nature of the grievance;
 - 13 2. The facts upon which it is based;
 - 14 3. The specific article and section of the Agreement violated;
 - 15 4. The specific remedy requested;
 - 16 5. The name of the grievant; and
 - 17 6. The name and signature of the Union representative.
- 18

19 **F. Modifications**

20 No newly alleged violations may be made after the initial written grievance is filed,
21 except by written mutual agreement.
22

23 **G. Resolution**

24 If the Employer provides the requested remedy or a mutually agreed-upon alternative,
25 the grievance will be considered resolved and may not be moved to the next step.
26

27 **H. Withdrawal**

28 A grievance may be withdrawn at any time.
29

1 I. Resubmission

2 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

4 J. Pay

5 Union stewards will be provided a reasonable amount of time during their normal
6 working hours to investigate and process grievances through the agency head level
7 within the steward's office, facility or geographic jurisdiction within the bargaining
8 unit. Grievants and union stewards will not lose pay for attending informal dispute
9 resolution meetings, grievance meetings, alternative dispute resolution sessions, and
10 arbitration hearings held during their work time. Grievants and union stewards will
11 not be paid for informal dispute resolution meetings, grievance meetings, alternative
12 dispute resolution sessions, and arbitration hearings held during their off-duty time.

14 K. Group Grievances

15 No more than five (5) grievants will be permitted to attend a single grievance
16 meeting.

18 L. Consolidation

19 The Employer may consolidate grievances arising out of the same set of facts.

21 M. Bypass

22 Any of the steps in this procedure may be bypassed with mutual written consent of
23 the parties involved at the time the bypass is sought.

25 N. Discipline

26 Disciplinary grievances will be initiated at the level at which the disputed action was
27 taken.

1 O. Grievance Files

2 Written grievances and responses will be maintained separately from the personnel
3 files of the employees.

5 P. Alternative Resolution Methods

6 Any time during the grievance process, by mutual consent, the parties may use
7 alternative methods to resolve the dispute. If the parties agree to use alternative
8 methods, the time frames in this Article are suspended. If the selected alternative
9 method does not result in a resolution, the Union may return to the grievance process
10 and the time frames resume. Any expenses and fees of alternative methods will be
11 shared equally by the parties.

13 X.3 **Filing and Processing (except Departments Of Corrections and Social and Health
14 Services Employees)**

15 A. Filing

16 A grievance must be filed within twenty-one (21) days of the occurrence giving rise
17 to the grievance, or the date the grievant knew or could reasonably have known of the
18 occurrence. This twenty-one (21) day period will be used to attempt to informally
19 resolve the dispute.

21 B. Processing

22 Step 1. If the issue is not resolved informally, the Union may present a written
23 grievance to the employee's supervisor or designee with a copy to the Human
24 Resources Office, within the twenty-one (21) day period described above. The
25 responsible supervisor, manager or designee will meet or confer by telephone with a
26 union steward and/or staff representative, and the grievant within fifteen (15) days of
27 receipt of the grievance, and will respond in writing to the Union within fifteen (15)
28 days after the meeting.

1 Note: The agencies listed in Appendix B will bypass Step 1.

2
3 Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next
4 step by filing it with the appointing authority, with a copy to the Human Resources
5 Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The
6 appointing authority or designee will meet or confer by telephone with a union
7 steward and/or staff representative, and the grievant within fifteen (15) days of receipt
8 of the appeal and will respond in writing to the Union within fifteen (15) days after
9 the meeting.

10
11 Step 3. If the grievance is not resolved at Step 2, the Union may move it to the next
12 step by filing it with the agency head, with a copy to the Human Resources Office,
13 within fifteen (15) days of the Union's receipt of the Step 2 decision. The agency
14 head or designee will meet or confer by telephone with a union steward and/or staff
15 representative, and the grievant within fifteen (15) days of receipt of the appeal, and
16 will respond in writing to the Union within fifteen (15) days after the meeting.

17
18 Note: If the agency head is the only appointing authority for the agency, Step 3 will
19 be bypassed.

20
21 Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for
22 arbitration (with a copy of the grievance and all responses attached). It will be filed
23 with the Director of the OFM Labor Relations Office (OFM/LRO) and the agency's
24 Human Resource Office within fifteen (15) days of receipt of the Step 3 decision.
25 Within 15 days of the receipt of the arbitration demand, the OFM/LRO will discuss
26 with the Union:

- 27
28 1. If a pre-arbitration review meeting will be scheduled with the OFM/LRO Director
29 or designee, an agency representative, and the Union's staff representative to

1 review and attempt to settle the dispute. If the matter is not resolved in this pre-
2 arbitration review, within 15 days of the meeting, the Union may file a demand to
3 arbitrate the dispute with the American Arbitration Association (AAA).
4

- 5 2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO
6 Director or designee will notify the Union in writing that no pre-arbitration review
7 meeting will be scheduled. Within 15 days of receipt of this notice, the Union
8 may file a demand to arbitrate the matter with the AAA.
9

10 C. Selecting an Arbitrator

11 The parties will select an arbitrator by mutual agreement or by alternately striking
12 names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA
13 unless they agree otherwise in writing.
14

15 D. Authority of the Arbitrator

16 1. The arbitrator will:

- 17 a. Have no authority to rule contrary to, add to, subtract from, or modify any of
18 the provisions of this Agreement;
19
20 b. Be limited in his or her decision to the grievance issue(s) set forth in the
21 original written grievance unless the parties agree to modify it;
22
23 c. Not make any award that provides an employee with compensation greater
24 than would have resulted had there been no violation of this Agreement;
25
26 d. Not have the authority to order the Employer to modify his or her staffing
27 levels or to direct staff to work overtime.
28

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job

function or involves matters he or she has witnessed and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

X.4 Filing and Processing – Departments of Corrections and Social and Health Services Employees (Non-Panel Process)

Grievances appealing an employee's disability separation or disciplinary reduction in pay, demotion, suspension, or discharge will be processed as follows:

A. Filing

A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1. If an issue is not resolved informally, the Union may present a written grievance to the appointing authority or designee with a copy to the Human Resource Office, within the twenty-one (21) day period described above. The appointing authority or designee will meet or confer by telephone with a union steward and/or staff representative, and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The agency head or designee will meet or confer by telephone with a

union steward and/or staff representative, and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3. If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed upon the Director of the OFM Labor Relations Office (OFM/LRO) and the agency's Labor Relations Office within fifteen (15) days of receipt of the Step 2 decision. Within 15 days of the receipt of the arbitration demand, the OFM/LRO will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within 15 days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA).
2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO Director or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within 15 days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime;

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

X.5 Filing and Processing for Departments of Corrections and Social and Health Services Employees – Panel Process

All grievances other than disability separations or the disciplinary actions described in Section X.3, above, will be processed as follows:

A. Filing

A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

1
2 B. Processing

3 Step 1. If an issue is not resolved informally, the Union may present a written
4 grievance to the appointing authority or designee, with a copy to the Human
5 Resources Office within the twenty-one (21) day period described above. The
6 appointing authority or designee will meet or confer by telephone with a union
7 steward and/or staff representative, and the grievant within fifteen (15) days of receipt
8 of the grievance, and will respond in writing to the Union within fifteen (15) days
9 after the meeting.

10
11 Step 2. Within fifteen (15) days of receiving the Step 1 decision, an employee may
12 choose to move his or her grievance to the Grievance Resolution Panel described
13 below or to the grievance process described in Section X.3, beginning at Step 2.
14 Identification of the employee's choice must be in writing and delivered to the
15 agency's Labor Relations Office in Olympia. An employee's failure to identify his or
16 her choice of venue will result in the grievance being appealed to the Grievance
17 Resolution Panel.

18
19 1. Grievance Resolution Panel

20 The Employer and the Union will establish a permanent committee for the
21 resolution of grievances, referred to as the Grievance Resolution Panel. The panel
22 will not have the authority to contradict, add to, subtract from or otherwise
23 modify the terms and conditions of this Agreement. The panel will only have the
24 authority to interpret the provisions of this Agreement to the extent necessary to
25 render a decision on the case being heard.

1 2. Panel Membership

- 2 a. The Grievance Resolution Panel will consist of three (3) agency
- 3 representatives appointed by the Employer, and three (3) Union panel
- 4 members appointed by the Union.
- 5
- 6 b. A staff representative and an employer representative will co-chair the panel.
- 7 The co-chairs will preside at the meetings and jointly author the decision of
- 8 the panel.
- 9
- 10 c. The employer co-chair will function as the panel secretary. For each meeting,
- 11 the panel secretary will prepare the agenda and distribute it, a copy of the
- 12 grievance, and the Step 1 response for each case to be heard. The panel
- 13 secretary will keep the records of the meeting and provide copies of the
- 14 decisions to each panel member. The panel secretary will be assisted by a
- 15 support employee to be provided by the Employer.
- 16
- 17 d. If the case involves an employee from a facility or an office where a staff
- 18 representative has representational responsibility, the staff representative may
- 19 not serve as a panel member during the hearing of the case. Union stewards
- 20 who have represented the grievant on the case or are located in the same office
- 21 as the grievant will not serve on the panel. Employer panel representatives
- 22 will not serve on the cases involving facilities or offices where they are
- 23 employed or located.
- 24

25 3. Panel Meetings

26 Regular meetings of the Grievance Resolution Panel will be held monthly, or as

27 needed. The parties will agree upon the date. The location of the meeting will be

28 determined by agreement of the co-chairs.

29

1
2 4. Postponement of Cases

3 Both parties have the right to postpone a case one (1) time. Additional
4 postponements will be permitted only by agreement of both parties.
5 Postponements must be requested at least seven (7) calendar days in advance of
6 the hearing.

7
8 5. Panel Procedures

- 9 a. Staff representatives, union stewards, and representatives of the Employer
10 may present cases before the panel. Attorneys may attend in an advisory
11 capacity only and will not present cases before the panel or serve as a panel
12 member.
- 13
14 b. Representatives may make opening statements, present cases and give closing
15 arguments. The co-chairs may cross-examine either party and may, by mutual
16 agreement, allow questions from other panel members.
- 17
18 c. At the beginning of each case, each party may raise an objection if they
19 believe there has been a procedural violation of the grievance procedure. The
20 panel will hear arguments from the parties when such an objection is raised
21 and render a decision on the objection prior to hearing the case. If the panel is
22 unable to reach a decision on the objection, the panel may choose to hear the
23 grievance on its merit. If the panel chooses to hear the grievance, this does
24 not preclude either party from raising the objection at a later step in the
25 grievance procedure.
- 26
27 d. Non-participants are permitted to observe hearings. Either co-chair will have
28 the right to exclude non-participants from the hearing room when necessary to

1 protect the integrity of the grievance procedure or the sensitivity of the issue
2 being grieved.
3

4 e. Following presentation of each case, panel members will go into executive
5 session. Only panel members and the panel secretary may be present during
6 such sessions. During executive session, panel members will discuss the case
7 and render a decision. If during an executive session, the panel determines
8 further information is necessary in order to render a decision, the hearing will
9 be reconvened. After a decision has been reached, all interested parties will
10 be called into the hearing room and advised of the decision. A written decision
11 will be delivered to the parties at that time.
12

13 6. Panel Decisions

14 Any majority decision rendered by the Grievance Resolution Panel is final and
15 binding on all parties to the case. If the panel is unable to decide a grievance and
16 deadlocks—with a three-three decision—on the case, the Union may request
17 arbitration, except in the case of grievances regarding disciplinary reprimands,
18 and process the matter in accordance with Section X.3.B, Step3, through X.3.E,
19 above.
20

21 X.6 **Removal of Documents**

22 All material placed in the employee's personnel file relating to misconduct will be
23 removed where the employee has been fully exonerated of wrongdoing. The Employer
24 may retain this information in a legal defense file and will only be used or released when
25 required by a regulatory agency, or in defense of an appeal or legal action.
26

27 X.7 **Election of Remedies**

28 Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same
29 claim before the Equal Employment Opportunity Commission, the Human Rights

1 Commission, or in a judicial or other forum. Pursuit of a claim before the Equal
2 Employment Opportunity Commission, the Human Rights Commission, or in a judicial
3 or other forum constitutes a waiver of the right to pursue the same claim through
4 arbitration under this Article.
5
6
7

8 For the Union:

For the Employer:

9
10
11 _____

TENTATIVE AGREEMENT

ARTICLE ____

HIRING AND APPOINTMENTS

X.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. When filling positions with other than a non-permanent appointment, the Employer will ... (to be negotiated per RCW 41.80.20 (3)).

X.2 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

X.3 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. A non-permanent appointee must have the skills and abilities required for the position.
2. A permanent employee that accepts a non-permanent appointment within his or her agency will have the right to return to a position in the permanent classification he or she left at the completion of the non-permanent appointment; provided, that the employee has not left their original non-permanent appointment. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current appointing authority of the intent to accept a non-permanent

1 appointment. Upon notification of the employee's intent, the employee's permanent
2 agency will notify the employee, in writing, of any return rights to the agency and the
3 duration of those return rights. At a minimum, the agency must provide the employee
4 access to the agency's internal layoff list.
5

6 3. The Employer may convert a non-permanent appointment to a permanent appointment
7 and the employee will serve a probationary or trial service period. The Employer must
8 follow Article X, Bid System or appoint an internal layoff candidate, if one exists,
9 before converting an employee from a non-permanent appointment to a permanent
10 appointment.
11

12 4. The Employer may end a non-permanent appointment at any time by giving one (1)
13 working day's notice to the employee.
14

15 B. On-Call Employment

16 The Employer may fill a position with an on-call appointment where the work is
17 intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may
18 end on-call employment at any time by giving one (1) working day's notice to the
19 employee.
20

21 C. In-Training Employment

22 1. The Employer may designate specific positions, groups of positions, or all positions in a
23 job classification or series as in-training. The Employer will document the training
24 program, including a description and length of the program. Unless other staffing
25 methods have been exhausted, positions with primary responsibility for supervision will
26 not be designated as in-training positions.
27

28 2. A candidate who is initially hired into an in-training position must successfully
29 complete the job requirements of the appointment. The Employer may separate from
30 state service, any employee who has completed the probationary period for an in-
31 training appointment but does not successfully complete the subsequent trial service

periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsections X.4.B.3 and X.4.B.4 of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed twenty-four (24) months.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status in each classification upon successful completion of the training program at each level.

6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status in the goal classification upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of

1 time-limited duration. The Employer will notify the employees, in writing, of the
2 expected ending date of the project employment.
3

- 4 2. Employees who have entered into project employment without previously attaining
5 permanent status will serve a probationary period. Employees will gain permanent
6 project status upon successful completion of their probationary period.
7

8 Employees with permanent project status will serve a trial service period when they:

- 9 a. promote to another job classification within the project; or
10
11 b. transfer or voluntarily demote within the project to another job classification in
12 which they have not attained permanent status.
13

- 14 3. The Employer may consider project employees with permanent project status for
15 transfer, voluntary demotion, or promotion to non-project positions. Employees will
16 serve a trial service period upon transfer, voluntary demotion, or promotion to a non-
17 project position in a job classification that the employees have not previously attained
18 permanent status in.
19

- 20 4. When the Employer converts a project appointment into a permanent appointment, the
21 employee will serve a probationary or trial service period.
22

- 23 5. The layoff and recall rights of project employees will be in accordance with the
24 provisions in Article X, Layoff and Recall.
25

26 E. Seasonal Career /Cyclic Employment

- 27 1. The Employer may make seasonal career appointments that are cyclical in nature, recur
28 at the same agency at approximately the same time each year, and last for a minimum of
29 five (5) months but are less than twelve (12) months in duration during any consecutive
30 twelve (12) month period.
31

2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Section X.4 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article X, Layoff and Recall.

F. None of the provisions in Section X.3 are subject to the grievance procedure in Article X.

X.4. Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months; except that employees in any class for which the probationary period was twelve (12) months on July 1, 2005 will continue to serve a twelve (12) month probationary period. Agencies may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
2. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of an employee will not be subject to the grievance procedure in Article X.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Section X.4 A, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period as defined in Section X.4 A.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. An employee serving a trial service period may voluntarily revert to their former position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:

1 a. Vacant or filled by a non-permanent employee and is within the employee's
2 previously held job classification.

3
4 b. Vacant or filled by a non-permanent employee at or below the employee's
5 previous salary range.
6

7 The reversion option, if any, will be determined by the Employer using the order listed
8 above. In both a and b above, the Employer will determine the position the employee
9 may revert to and the employee must have the skills and abilities required for the
10 position. If possible, the reversion option will be within a reasonable commuting
11 distance for the employee.
12

13 4. With five (5) working day's written notice by the Employer, an employee who does not
14 satisfactorily complete his or her trial service period will be reverted to a funded
15 permanent position in the same agency, that is:

16 a. Vacant or filled by a non-permanent employee and is within the employee's
17 previously held job classification.
18

19 b. Vacant or filled by a non-permanent employee at or below the employee's previous
20 salary range.
21

22 The reversion option, if any, will be determined by the Employer using the order listed
23 above. In both a and b above, the employee being reverted must have the skills and
24 abilities required for the vacant position. If possible, the reversion option will be within
25 a reasonable commuting distance for the employee.
26

27 If the Employer fails to provide five (5) working days notice, the reversion will stand
28 and the employee will be entitled to payment of the difference in the salary for up to
29 five (5) working days, which the employee would have worked at the higher level if
30 notice had been given. Under no circumstances will notice deficiencies result in an
31 employee gaining permanent status in the higher classification.

- 1
- 2 5. An employee who has no reversion options or does not revert to the highest
- 3 classification in which he or she previously attained permanent status may request that
- 4 his or her name be placed on the agency's internal layoff list and into the General
- 5 Government Transition Pool Program for positions in job classifications where he or
- 6 she had previously attained permanent status.
- 7
- 8 6. An employee who is separated during his or her trial service period may request a
- 9 review of the separation by the Director or Secretary of the agency or designee within
- 10 twenty-one (21) calendar days from the effective date of the separation. The reversion
- 11 of employees who are unsuccessful during their trial service period is not subject to the
- 12 grievance procedure in Article X.
- 13
- 14

15 For the Union:

For the Employer:

16

17

18 _____

19 _____

20

1

2 **TENTATIVE AGREEMENT**

3

4 **ARTICLE _____**

5 **HOLIDAYS**

6

7 **X.1 Paid Holidays**

8 Employees will be provided the following paid nonworking holidays per year:

9

10	New Year's Day	January 1
11	Martin Luther King Jr.'s Birthday	Third Monday in January
12	Presidents' Day	Third Monday in February
13	Memorial Day	Last Monday in May
14	Independence Day	July 4
15	Labor Day	First Monday in September
16	Veteran's Day	November 11
17	Thanksgiving Day	Fourth Thursday in November
18	The Friday immediately following Thanksgiving day	
19	Christmas Day	December 25

20

21 **X.2 Holiday Rules**

22 The following rules apply to all holidays except the personal holiday:

23

- 24 A. Employees will be paid at a straight-time rate even though they do not work.
- 25
- 26 B. In addition to Subsection A above, employees will be paid for the hours actually
- 27 worked on a holiday at the overtime rate, in accordance with Article X, Overtime.
- 28
- 29 C. For full-time employees with a Monday-through-Friday work schedule:
- 30
- 31 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
- 32

1 2. When a holiday falls on a Sunday, the following Monday will be the holiday.

2
3 D. For full-time employees who do not have a Monday-through-Friday work schedule:

4
5 1. When a holiday falls on the employee's scheduled workday, that day will be
6 considered the holiday;

7
8 2. When a holiday falls on the employee's scheduled day off, the agency will treat
9 the employee's workday before or after as the holiday.

10
11 E. The holiday for night shift employees whose work schedule begins on one (1) calendar
12 day and ends on the next will be determined by the agency. It will start either at:

13
14 1. The beginning of the scheduled night shift that begins on the calendar holiday,
15 or

16
17 2. The beginning of the shift that precedes the calendar holiday.

18
19 The decision will be the same for all employees in a facility unless there is agreement to
20 do otherwise between the agency and one (1) or more affected employees, or with the
21 Union, which will constitute agreement of the employees.

22
23 F. Part-time employees who were employed before and after the holiday and for a period
24 of at least twelve (12) calendar days during the month (but not including the holiday)
25 will be compensated in cash or compensatory time for the holiday in an amount
26 proportionate to the time in pay status during the month to that required for full-time
27 employment.

28
29 G. A full-time employee who would otherwise be entitled to a holiday but is on leave
30 without pay will receive compensation for the holiday provided he or she has been in
31 pay status for eighty (80) non-overtime or non-standby hours during the month, not
32 counting the holiday. Compensation for holidays for other than full-time employees
33 during leave without pay will be proportionate to the time in pay status required for full-

1 time employment. The employee must be employed before and after the holiday and
2 for a period of at least twelve (12) calendar days during the month in addition to the
3 holiday.
4

5 **X.3 Personal Holidays**

6 An employee may select one (1) workday as a personal holiday during the calendar year if the
7 employee has been or is scheduled to be continuously employed by the state for more than four
8 (4) months.
9

10 A. An employee who is scheduled to work less than six (6) continuous months over a period
11 covering two (2) calendar years will receive only one (1) personal holiday during this
12 period.
13

14 B. The Employer will release the employee from work on the day selected as the personal
15 holiday provided:
16

- 17 1. The employee has given at least fourteen (14) calendar days' written notice to the
18 supervisor. However, the employee and supervisor may agree upon an earlier date, and
19
20 2. The number of employees selecting a particular day off does not prevent the agency
21 from providing continued public service.
22

23 C. Personal holidays must be taken during the calendar year or the entitlement to the day will
24 lapse, except that the entitlement will carry over to the following year when an otherwise
25 qualified employee has requested a personal holiday and the request has been denied.
26

27 D. Agencies may establish qualifying policies for determining which of the requests for a
28 particular date will or will not be granted when the number of requests for a personal
29 holiday would impair operational necessity.
30

31 E. Part-time employees who are employed during the month in which the personal holiday is
32 taken will be compensated for the personal holiday in an amount proportionate to the time
33 in pay status during the month to that required for full-time employment.

1
2 F. A personal holiday for full-time employees will be equivalent to their work shift on the day
3 selected for personal holiday absence.
4

5 G. Part or all of a personal holiday may be donated as shared leave, in accordance with Article
6 X, Shared Leave. Any portion of a personal holiday that remains or is returned to the
7 employee, will be taken in one (1) absence, not to exceed the work shift on the day of the
8 absence, subject to the request and approval as described in B, C, and D above.
9

10 H. Upon request, an employee will be approved to use part or all of his or her personal holiday
11 for the care of family members as required by the Family Care Act, Chapter 296-130 WAC.
12 Any portion of a personal holiday that remains will be taken by the employee in one (1)
13 absence, not to exceed the work shift on the day of the absence, subject to the request and
14 approval as described in B, C, and D above.
15

16 X.4 This article does not apply to the Teachers Bargaining Unit at the School for the Blind.
17
18

19 For the Union:

For the Employer:

20
21
22 _____

TENTATIVE AGREEMENT

ARTICLE ____

HOURS OF WORK

X.1 Definitions

- A. Full-time Employees: Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Law Enforcement Employees: Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- C. Overtime-Eligible Position: An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- D. Overtime-Exempt Position: An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- E. Part-time Employees: Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- F. Shift Employees: Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding DSHS JRA shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek.
- G. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

1 H. Work Schedules: Workweeks and work shifts of different numbers of hours may be
2 established by the Employer in order to meet business and customer service needs, as long
3 as the work schedules meet federal and state laws.

4
5 I. Work Shift: The hours an employee is scheduled to work each workday in a workweek.

6
7 J. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours
8 consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will
9 normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday
10 or as otherwise designated by the appointing authority. If there is a change in their
11 workweek, employees will be given prior written notification by the appointing authority.

12
13 **X.2 Determination**

14 Per federal and state law, the Employer will determine whether a position is overtime-eligible
15 or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position
16 is a law-enforcement position, with or without an extended work period, or a shift position.

17
18 **X.3 Overtime-Eligible Employees (excluding law enforcement employees)**

19 **A. Regular Work Schedules**

20 The regular work schedule for overtime-eligible employees will not be more than forty (40)
21 hours in a workweek, with starting and ending times as determined by the requirements of
22 the position and the Employer. The regular work schedule will normally include two (2)
23 consecutive scheduled days off. The Employer may adjust the regular work schedule with
24 prior written notice to the employee.

25
26 **B. Alternate Work Schedules**

27 Workweeks and work shifts of different numbers of hours may be established for overtime-
28 eligible employees by the Employer in order to meet business and customer service needs,
29 as long as the alternate work schedules meet federal and state laws. The Employer will
30 consider employees' personal and family needs.

1
2 C. Daily Work Shift Changes

3 The Employer may adjust an overtime-eligible shift employee's daily start and/or end
4 time(s) by two (2) hours.
5

6 D. Temporary Schedule Changes

7 Overtime-eligible employees' workweeks and/or work schedules may be temporarily
8 changed with prior notice from the Employer. A temporary schedule change is defined as a
9 change lasting thirty (30) calendar days or less. Overtime-eligible shift employees will
10 receive three (3) calendar days' written notice of any temporary schedule change. The day
11 that notification is given is considered the first day of notice. Adjustments in the hours of
12 work of daily work shifts during a workweek do not constitute a temporary schedule
13 change.
14

15 E. Permanent Schedule Changes

16 Overtime-eligible shift employees' workweeks and work schedules may be permanently
17 changed with prior notice from the Employer. Overtime-eligible shift employees will
18 receive seven (7) calendar days' written notice of a permanent schedule change. The day
19 notification is given is considered the first day of notice. Adjustments in the hours of work
20 of daily work shifts during a workweek do not constitute a permanent schedule change.
21

22 F. Emergency Schedule Changes

23 The Employer may adjust an overtime-eligible employee's workweek and work schedule
24 without prior notice in emergencies, for highway snow, ice or avalanche removal, fire duty,
25 rain inspection, or extraordinary unforeseen operational needs.
26

27 G. Employee-Requested Schedule Changes

28 Overtime-eligible employees' workweeks and work schedules may be changed at the
29 employee's request and with the Employer's approval, provided the Employer's business
30 and customer service needs are met and no overtime expense is incurred.

X. 4 Overtime-Eligible Law Enforcement Employee Work Schedules

The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, will not be more than one hundred and sixty hours (160) hours in a twenty-eight (28) day period. The regular work schedule for full-time overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, will not be more than one hundred and seventy-one (171) hours in a twenty-eight (28) day period. The Employer may adjust the work schedule with prior notice to the employee.

X.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

X.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

1 **X.7 Overtime-Eligible Rest Periods**

2 The Employer and the Union agree to rest periods that vary from and supersede the rest periods
3 required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes
4 for each one (1) half shift of four (4) or more hours worked at or near the middle of each one
5 (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the
6 nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15)
7 minutes for each half shift, scheduled rest periods are not required. Rest periods may not be
8 used for late arrival or early departure from work and rest and meal periods will not be
9 combined.

10
11 **X.8 Overtime-Exempt Employees**

12 Overtime-exempt employees are not covered by federal or state overtime laws. Compensation
13 is based on the premise that overtime-exempt employees are expected to work as many hours
14 as necessary to provide the public services for which they were hired. These employees are
15 accountable for their work product, and for meeting the objectives of the agency for which they
16 work. The Employer's policy for all overtime-exempt employees is as follows:

- 17
18 A. The Employer determines the products, services, and standards that must be met by
19 overtime-exempt employees.
- 20
21 B. Overtime-exempt employees are expected to work as many hours as necessary to
22 accomplish their assignments or fulfill their responsibilities and must respond to directions
23 from management to complete work assignments by specific deadlines. Overtime-exempt
24 employees may be required to work specific hours to provide services, when deemed
25 necessary by the Employer.
- 26
27 C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- 28
29 D. Appointing authorities may approve overtime-exempt employee accrual of exchange time
30 for extraordinary and excessive hours worked. Exchange time may be accrued at straight

time to a maximum of eighty (80) hours. Exchange time has no cash value and cannot be transferred between agencies.

E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

X.9 Military Department – Emergency Management Division

The Employer may send an employee home to rest prior to returning for the night shift to cover an emergency or declared disaster. When this occurs, the rest period will be considered time worked through the end of the employee's scheduled work shift.

**X.10 Department of Transportation – Maintenance Bargaining Unit
Winter Shift and Contingency Schedules**

The Employer will establish yearly winter shift and contingency schedules as needed. Within reasonable staff and program considerations, the Employer will accommodate employee shift preference based on Department of Transportation continuous service. It is recognized that in assigning shifts and days off a balance of experience, skills and abilities may be required.

X.11 Department of Fish and Wildlife – Enforcement Division

A. Planning Meeting

Bargaining unit members will attend and participate in a twenty-eight (28) day detachment or unit planning meeting scheduled by the supervisor. The detachment or unit will identify and prioritize detachment or unit work to determine methods, times, locations, and days off. Based on program needs, each supervisor has the authority to make final decisions necessary to plan and schedule the time, place and methods of the work to be performed by employees of his or her detachment or unit; however,

1 supervisors will attempt to meet officer's personal needs. The result of the meeting will
2 be a twenty-eight (28) day Detachment or Unit Plan that will be forwarded to the
3 Captain for final approval. The approved plan will be forwarded to regional staff and
4 the appropriate emergency communication center(s).

5
6 B. Days Off

7 Officers will request days off as Preferred Days Off (PDO) or as Regular Days Off
8 (RDO) at the planning meeting. Supervisors may deny requests for days off to provide
9 for and schedule patrol priorities. When the supervisor has approved requests for
10 PDOs, they may be cancelled by the supervisor within seventy-two (72) hours notice
11 without incurring callback. If a PDO is cancelled with less than seventy-two (72) hours
12 notice, the Department will compensate the officer in accordance with subsection X of
13 Article X, Compensation. Additional hours worked on a cancelled PDO will be
14 compensated at the regular rate of salary and will be part of the normal one hundred
15 seventy-one (171) hour work period. Officers wishing to change a PDO must also
16 provide seventy-two (72) hours notice to their supervisor. Approvals with shorter
17 notice may be granted by mutual agreement between the supervisor and the officer.
18 Cancellation of a RDO by the supervisor will not result in callback compensation.
19 Officers that wish to adjust RDOs may request those changes in advance from their
20 supervisor. Officers will normally work at least two (2) weekends each work period.
21 Non-weekend days off will be consecutive unless otherwise selected by the officer.
22 Officers who do not participate in the planning process may have their days off
23 unilaterally set by their supervisor.

24
25 C. Holidays and Weekends

26 In the event a bargaining unit member is assigned to work the weekend prior to a
27 recognized holiday as defined by this Agreement, he or she will have the option of
28 working the holiday. Bargaining unit members will not be required to work weekend
29 days associated with a recognized holiday that falls on a Monday or Friday, without
30 being assigned to work the holiday.

X.12 Department of Fish and Wildlife – Construction and Maintenance

Normal commute time for employees residing at temporary residences and traveling to temporary work sites, will be thirty (30) minutes. Commute time over thirty (30) minutes will be considered to be work time. This work time will be taken from the end of the work shift to travel back to the temporary residence. Employees are on work time when they begin the mandatory pre-trip safety checks on vehicles requiring the use of a Commercial Drivers License (CDL). This does not apply to Department pickups and other vehicles used for transportation to and from work sites.

X.13 Department of Fish and Wildlife – Hatcheries Division

A. Paging devices may be provided by the Employer for the purpose of providing flexibility to employees required to perform standby assignments. Any bargaining unit employee who uses a pager or other form of communication device in order that they may return to work will receive standby compensation as defined in Article X, Compensation, for the entire they are required to perform standby. Bargaining unit employees using these communication devices are responsible for maintaining the level of response time necessary to protect the resource entrusted to them.

B. No employee will be involuntarily assigned standby on his or her regular day(s) off, holiday(s) (except those holidays the employee is scheduled to work) or on days he or she is in leave status, unless an emergency situation dictates otherwise. A requirement for an employee to return to standby duty on a scheduled day off will require the employee to conduct a facility inspection (check water flow alarms, secure building(s), etc.), and therefore constitutes call back status.

C. Employees assigned to standby status may be relieved for any portion of the assignment for which they are able to find a replacement. The employee initiating the change in assignment will document the change in writing to the appropriate supervisor. The person providing relief is responsible for meeting all standby obligations.

D. All alarms other than that of the employee on standby duty will be turned off unless the Specialist 4, with the appropriate complex manager's approval, directs an employee to leave their electronic alarm on. The requirement to turn on the electronic alarm devices will constitute assigned standby.

X.14 Department of Agriculture – Grain Inspection Program

To provide inspection and weighing services for grain being loaded to export vessels, the Employer may establish and staff both emergency and overtime shifts using key position staffing, with a minimum of three (3) permanent employees licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler-weighers. The remaining positions on such shifts may be staffed with non-permanent employees.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

HOUSING

The Employer will continue to follow current agency policies and practices regarding Employer-provided housing.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

LAYOFF AND RECALL

X.1 Definition

Layoff is an Employer-initiated action taken in accordance with Sub-Section X.3 below that results in:

- A. Separation from service with the Employer;
- B. Employment in a class with a lower salary range;
- C. Reduction in the work year; or
- D. Reduction in the number of work hours.

X.2 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

X.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds
- B. Lack of work
- C. Good faith reorganization
- D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum.
- E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

X.4 Voluntary Layoff, Leave without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the layoff lists for the job classifications in which they held permanent status.

X.5 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

X.6 Temporary Reduction of Work Hours or Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff.

1
2 C. An employee whose work hours are temporary reduced or who is temporarily laid off will
3 not be entitled to:

4
5 1. Be paid any leave balance if the layoff was due to the lack of funds,

6
7 2. Bump to any other position, or

8
9 3. Be placed on the layoff list.
10

11 **X.7 Layoff Units**

12 A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in
13 each agency used for determining available options for employees who are being laid off.
14

15 B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix C.
16

17 **X.8 Skills and Abilities**

18 Skills and abilities are documented criteria found in license/certification requirements, federal
19 and state requirements, position descriptions, bona fide occupational qualifications approved by
20 the Human Rights commission, recruitment announcements that have been identified at least
21 three (3) months prior to the layoff.
22

23 **X.9 Formal Options**

24 A. Employees will be laid off in accordance with seniority, as defined in Article X, Seniority,
25 among the group of employees with the required skills and abilities as defined in X 8 of this
26 Article. Employees being laid off will be provided the following options to comparable
27 positions in descending order within the layoff unit:
28

29 1. A funded vacant position for which the employee has the skills and abilities, within their
30 current job classification.

2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

B. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status.

X.10 Informal Options

Employees being laid off may be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

X.11 Notification for the Union

The Employer will notify the Union before implementing a permanent layoff.

X.12 Notification to Employees With Permanent Status

A. Except for temporary reduction in work hours and temporary layoffs as provided in X.6, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice.

1 B. Except for temporary reduction in work hours and temporary layoffs as provided in X.6, if
2 the Employer chooses to implement a layoff action without providing fifteen (15) calendar
3 days notice, the employee will be paid his or her salary for the days that he or she would
4 have worked had full notice been given.

5
6 C. Employees will be provided five (5) calendar days to accept or decline, in writing, any
7 option provided to them. This time period will run concurrent with the fifteen (15) calendar
8 days' notice provided by the Employer to the employee.

9
10 D. The day that notification is given constitutes the first day of notice.

11
12 **X.13 Salary**

13 Employees appointed to a position as a result of a layoff action will have their salary
14 determined as follows:

15
16 A. Transfer or Bump

17 An employee who accepts a transfer or bumps to another position within their current job
18 classification will retain his or her current salary.

19
20 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

21 An employee who bumps to another position with a lower salary range will be paid an
22 amount equal to his or her current salary provided it is within the salary range of the new
23 position. In those cases where the employee's current salary exceeds the maximum amount
24 of the salary range for the new position, the employee will be compensated at the maximum
25 salary of the new salary range.

26
27 C. Appointment from a Layoff List

28 1. Employees who are appointed from a layoff list to a position with the same salary range
29 from which they were laid off will be paid the amount in which they were compensated

when laid off plus any cost of living adjustments that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

X.14 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification or future-equivalent job classification in which he or she has:
 1. Not held permanent status
 2. Been appointed from the General Government Transition Pool Program, or
 3. Been appointed from a layoff list.
- B. The Employer may extend a transition review period as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. An employee who is separated during his or her transition review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one

(21) calendar days from the effective date of the separation. Separation during the transition review period will not be subject to the grievance procedure in Article X.

X.15 Recall

A. The Employer will maintain layoff lists for each job classification that will include geographic availability. Employees who are laid off may have their name placed on the lists for the job classification from which they were laid off or bumped and will indicate the geographic areas they are willing to accept employment. Additionally, employees may request to have their name placed on the layoff lists for other job classifications in which they have held permanent status. An employee will remain on the layoff lists for two (2) years from the effective date of the qualifying action.

B. When a vacancy occurs within an agency and when there are names on a layoff list, the Employer will fill the position in accordance with Article X, Hiring and Appointments. An employee may be removed from the layoff list if he or she is certified from the list and waives appointment to a position two (2) times.

X.16 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program in accordance with Article X, Hiring and Appointments.

X.17 Project Employment

A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section X.9, above.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they

1 held permanent status to the job classification they held immediately prior to accepting
2 project employment.
3

- 4 C. Project employees who are separated from state service due to layoff and have not held
5 permanent status in classified service may request their names be placed into the General
6 Government Transition Pool Program. Upon layoff from the project, project employees
7 who entered the project through the competitive process and remain in project status for
8 two (2) years will be eligible to have their names placed on the internal layoff list for the
9 classes in which permanent project status was attained. Bumping options will be limited to
10 the project boundaries.
11

12 **X.18 Seasonal Career Employment**

- 13 A. Seasonal career employees have layoff rights within their agency to other seasonal career
14 positions within their layoff unit as provided in Sub-section C below. Employees will be
15 given no less than two (2) working days notice of a layoff.
16
- 17 B. Formal options will be determined using the procedure outlined in Section X.8 above, to
18 other seasonal career positions. Employees separated due to layoffs will be placed on
19 separate seasonal layoff lists for the season in which they were laid off. Employees who
20 have the skills and abilities to perform the duties of the position to be filled will be recalled
21 based on seniority for other seasonal career positions.
22
- 23 C. The layoff units for seasonal employees are as follows for each agency:
- 24 1. Department of Fish and Wildlife – A single statewide layoff unit.
25
 - 26 2. Department of Transportation – The county in which the seasonal employee's official
27 duty station is located.
28
 - 29 3. Horse Racing Commission – A single statewide layoff unit.
30

- 1 4. Parks Commission – The region in which the seasonal employee's official duty station
2 in located.

3
4
5 For the Union:

For the Employer:

6
7
8 _____

9
10

TENTATIVE AGREEMENT

APPENDIX C

LAYOFF UNITS

1. **Arts Commission** – The agency is designated as the single layoff unit.
2. **Board of Industrial Insurance Appeals** – The agency is designated as the single layoff unit.
3. **Community Trade and Economic Development** – Layoff units will be by order as follows.
 - A. Division by county – The employee's division within the county in which the permanent workstation is located.
 - B. County only – If no option is available within the division/county layoff unit, the entire agency within the county in which the employee's permanent workstation is located will be considered the layoff unit.
 - C. Entire Division/Statewide – If no option is available within the county layoff unit, the employee's division throughout the entire state will be considered the layoff unit.
 - D. Entire Agency – If no option is available within the division/statewide layoff unit, the entire department statewide will be considered the layoff unit.
4. **Criminal Justice Training Commission** – The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.
5. **Department of Agriculture** – Each of the following constitutes a separate layoff unit.

COMMODITY INSPECTION DIVISION

1. Grain Inspection Program - Each of the grain offices will constitute a separate layoff unit.
2. Fruit and Vegetable Inspection – Each of the Fruit and Vegetable Inspection Districts will constitute a separate layoff unit within the program.
3. Seed Program – The Seed Program will constitute a single layoff unit.

PLANT PROTECTION DIVISION

1. Pest Program - The Pest Program will constitute a single layoff unit.
 2. Plant Services Program – The Plant Services Program will constitute a single layoff unit.
6. **Department of Corrections** – Layoff units will be by order as follows.
- A. County – The county in which the employee's permanent workstation is located.
 - B. County Group – If no option is available within the county layoff unit, the county group in which the employee's permanent workstation is located will be considered the layoff unit. County groups are as follows:
 1. Group 1 –Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat, Walla Walla and Yakima.
 2. Group 2 – Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.
 3. Group 3 – Clallam, Jefferson, Skagit, Snohomish and Whatcom.

1
2 4. Group 4 – Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific, Skamania,
3 Thurston and Wahkiakum.

4
5 5. Group 5 – King and Pierce.

6
7 C. Statewide – If no option is available within the county group layoff unit, the department
8 statewide will be considered the layoff unit.

9
10 7. **Department of Ecology** – The county in which the employee's workstation is located will be
11 the primary layoff unit. If no option is available within the county layoff unit, the unit expands
12 to the region. If no option is available within the regional layoff unit, the unit expands to the
13 department statewide.

14
15 8. **Department of Fish and Wildlife** – The following will constitute separate layoff units.

16
17 A. All classified support staff.

18
19 B. Programs headed by an Assistant Director, except all classified support staff.

20
21 C. Administration – Director's office, except all classified support staff.

22
23 A reasonable commute for layoff purposes is considered to be approximately thirty-five (35)
24 miles radius from the employee's permanent duty station. If no option is available within a
25 reasonable commute, the search expands to the statewide within the layoff unit. If no option is
26 available in the state within the layoff unit, the unit expands to the department statewide.

27
28 9. **Department of General Administration** – The agency is designated as the single layoff unit.

29
30 10. **Department of Health** – The layoff unit will first be the county in which the position is
31 located, and if no options are available, then to the department statewide.

11. **Department of Information Services** – The agency is designated as the single layoff unit.

12. **Department of Labor and Industries** – The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

13. **Department of Licensing** – The department is separated into one (1) layoff unit of headquarters staff, three (3) layoff units for the Prorate and Fuel Tax (PRFT) auditor bargaining unit, and seven (7) geographic layoff units of field staff. These layoff units are described as follows.

A. Headquarters Layoff Unit – The headquarters staff located in offices in Olympia, Tumwater and Lacey.

B. Geographic Layoff Units

1. Layoff Unit 1 – Field office staff located in Clark, Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum Counties.

2. Layoff Unit 2 – Field office staff located in Kitsap and Pierce Counties.

3. Layoff Unit 3 – Field office staff located in King County.

4. Layoff Unit 4 – Field office staff located in Benton, Columbia, Franklin, Kittitas, Klickitat, Walla Walla and Yakima Counties.

5. Layoff Unit 5 – Field office staff located in Adams, Asotin, Ferry, Garfield, Pend Oreille, Spokane, Stevens and Whitman Counties.

6. Layoff Unit 6 – Field office staff located in Chelan, Douglas, Grant, Lincoln and Okanogan Counties.

7. Layoff Unit 7 – Field office staff located in Clallam Island, Jefferson, San Juan, Skagit, Snohomish and Whatcom Counties.

C. DOL-PRFT Auditor Bargaining Unit Layoff Units

1. Northwest Layoff Unit - PRFT auditor bargaining unit staff in King County – North.

2. Southwest Layoff Unit - PRFT auditor bargaining unit staff in Pierce County – South, including Headquarters.

3. Eastern Washington – PRFT auditor bargaining unit staff in Eastern Washington.

14. **Department of Natural Resources** - The agency is designated as a single layoff unit.

15. **Department of Social and Health Services** – The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

16. **Department of Transportation** – Layoff units are as follows.

A. Headquarters Layoff Unit – The layoff unit for headquarters employees includes all positions located in Thurston County. This layoff unit does not include positions assigned to the Olympic Region.

B. Right of Way Layoff Units – Employees will be offered available layoff options, first within the employee's local layoff unit. The local layoff units are the Transportation Building and the region Real Estate Services Offices, where the employee's permanent duty station is

located. Local layoff units will not cross layoff unit boundaries. If the employee has no option within the local layoff unit to remain at his/her present class or at the next lower class in which the employee has permanent status, the employee's layoff unit will expand to include all bargaining unit positions within the Department.

C. Eastern Region, North Central Region, Olympic Region, South Central Region and Southwest Region Layoff Units – The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area within which the employee's official duty station is located.

The local layoff unit for all other employees includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located.

If no option is available within the local layoff unit, the unit expands to include all positions (including out-stationed Headquarters positions) located in the region. The Olympic Region layoff unit does not include out-stationed Headquarters positions.

D. Northwest Area Layoff Units – The Northwest Area layoff unit includes all employees and positions in the Northwest Region, Urban Corridors, Planning and Policy office, Aviation Division, Washington State Ferries, and out-stationed Headquarters employees and positions.

1. Maintenance Employees – The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area where the employee's official duty station is located.

2. Northwest Region Employees – The local layoff unit for NW Region employees whose official duty station is located in Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed HQ positions) located in the county within which the employee's official duty station is located.

1
2 The local layoff unit for NW Region employees whose official duty station is located in
3 King County and is north of 145th street includes all positions (including out-stationed
4 HQ positions) located within this area and within which the employee's official duty
5 station is located.

6
7 The local layoff unit for NW Region employees whose official duty station is located in
8 King County and is south of 145th street includes all positions (including out-stationed
9 HQ, Office of Urban Corridors, and Planning & Policy positions) located within this
10 area and within which the employee's official duty station is located.

11
12 3. Aviation Division Employees – The local layoff unit for Aviation Division employees
13 includes all positions (including out-stationed HQ positions) assigned to the division.

14
15 4. Washington State Ferries – The local layoff unit for employee includes all positions
16 (including out-stationed HQ positions) located with the Washington State Ferries. The
17 local layoff unit for general service employees includes all general service and out-
18 stationed Headquarters positions located within the Washington State Ferries.

19
20 If no option is available within any of these local layoff units, the unit expands to include all
21 positions (including out-stationed HQ positions) located in the Northwest Area layoff unit.

22
23 17. **Department of Veterans Affairs** – The following will constitute the layoff units for the
24 department.

25
26 A. For employees in Western Washington, the county in which the employee's permanent
27 workstation is located is the initial layoff unit. If there are no options in the county, the
28 layoff unit expands to Western Washington. If there are no options in Western
29 Washington, the layoff unit expands to the department statewide.
30

1 B. For employees in Eastern Washington, the county in which the employee's permanent
2 workstation is located is the initial layoff unit. If there are no options in the county, the
3 layoff unit expands to Eastern Washington. If there are no options in Eastern
4 Washington, the layoff unit expands to the department statewide.
5

6 18. **Employment Security Department** – The agency is divided into geographic layoff units.
7

8 A. For all locations except King County, each WorkSource Center or Office will be a part of
9 the county layoff unit in which the WorkSource Center or Office is located. All Satellite
10 offices will be considered as part of the county layoff unit in which their WorkSource
11 Center is located for layoff purposes, except Forks, Long Beach, Port Townsend and
12 Pullman. If no bump option exists, the county layoff unit will be expanded to a statewide
13 department layoff unit.
14

15 B. For persons employed in King County, the option take the place of the least senior person
16 in their WorkSource Center or Office in their class, if no option exists then the option to
17 take the place of the least senior person in the county layoff unit in their class. If no option
18 exists, the option to take the place of the least senior person in the county layoff unit at the
19 same or lower salary range in a class in which they have held permanent status.
20

21 1. Employees can waive the county bump option if it represents a seven (7) or more salary
22 range decrease.
23

24 2. If no bump option exists or the employee wishes to waive the county bump option as
25 indicated in number 1 above, the option to take the place of the least senior person,
26 statewide in their class. If no option exists, then the option to take the place of the least
27 senior person, statewide, at the same or lower salary ranges in a class in which they
28 have held permanent status.
29

30 19. **Health Care Authority** – The agency is designated as the single layoff unit.
31

1 20 **Horse Racing Commission** – The agency is designated as the single layoff unit.

2
3 21. **Human Rights Commission** – The agency is designated as the single layoff unit.

4
5 22. **Interagency Committee for Outdoor Recreation** – The agency is designated as the single
6 layoff unit.

7
8 23. **Military Department** – The agency is designated as the single layoff unit.

9
10 24. **Office of the Insurance Commissioner** – The layoff unit for general service employees is an
11 expanding layoff unit.

12
13 A. For employees in Western Washington, the county of the official worksite is the initial
14 layoff unit. If there are no options in the county, the layoff unit expands to Western
15 Washington. If there are no options in Western Washington, the layoff unit expands to the
16 department statewide.

17
18 B. For employees in Eastern Washington, the county of the official worksite is the initial
19 layoff unit. If there are no options in the county, the layoff unit expands to Eastern
20 Washington. If there are no options in Eastern Washington, the layoff unit expands to the
21 department statewide.

22
23 25. **Office of Minority and Women's Business Enterprises** – The agency is designated as the
24 single layoff unit.

25
26 26. **Parks and Recreation Commission** – The agency is designated as the single layoff unit.

27
28 27. **School for the Blind** – The agency is designated as the single layoff unit.

29
30 28. **School for the Deaf** – The agency is designated as the single layoff unit.

1 29. **Secretary of State** – The agency is designated as the single layoff unit.

3 30. **Services for the Blind** – The agency is designated as the single layoff unit.

5 31. **Utilities and Transportation Commission** – The layoff unit will first be the county in which
6 the position is located, and if no options are available, then to the department statewide.

8 32. **Washington State Lottery** – The layoff unit will first be the region in which the position is
9 located, and if no options are available, then to the department statewide.

11 33. **Washington State Patrol** – The layoff unit will first be district wide in which the position is
12 located, and if no options are available, then to the department statewide.

14 34. **Workforce Training and Education Coordinating Board** – The agency is designated as the
15 single layoff unit.

18 For the Union:

For the Employer:

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1 H. Leave authorized in advance by an appointing authority as part of a plan to
2 reasonable accommodate a person of disability, or

3 I. Leave to participate in Union activities.
4

5 **X.4 Returning Employee Rights**

6 Employees returning from authorized leave without pay will be employed in the same
7 position or in another position in the same job classification and the same geographical
8 area, as determined by the Employer, provided that such reemployment is not in conflict
9 with other articles in this Agreement. The employee and the Employer may enter into a
10 written agreement regarding return rights at the commencement of the leave.
11

12 **X.5 Military Leave**

13 In addition to fifteen (15) days of paid leave granted to employees for active duty or
14 active duty training, unpaid military leave will be granted in accordance with RCW
15 38.40.060 and applicable federal law. Employees on military leave will be reinstated as
16 provided in RCW 73.16 and applicable federal law.
17

18 **X.6 Educational Leave**

19 Leave without pay may be granted for educational leave for the duration of actual
20 attendance in an educational program.
21

22 **X.7 Child and Elder Care Emergencies**

23 Leave without pay may be granted for child and elder care emergencies. In lieu of leave
24 without pay, compensatory time or paid leave may also be used for child and elder care
25 emergencies.
26

27 **X.8 Seasonal Career Employment**

28 Leave without pay may be granted to seasonal career employees during their off-season.
29

30 **X.9 Government Service Leave**

31 Leave without pay may be granted for government service in the public interest,
32 including but not limited to the U.S. Public Health Service or Peace Corps leave.

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X.10 Citizen Volunteer or Community Service Leave

Leave without pay may be granted for community volunteerism or service.

X.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

LICENSURE AND CERTIFICATION

X.1 The Employer and the Union recognize the necessity for bargaining unit employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.

X.2 Agencies will continue their current practices related to licensure and certification.

X.3 Employees will notify their Appointing Authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

MANAGEMENT RIGHTS

X.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

- 1 I. Establish work performance standards, which include, but are not limited to, the priority,
2 quality and quantity of work;
3
4 J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities
5 necessary to perform the duties of such positions;
6
7 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or
8 permanently layoff employees;
9
10 L. Determine, prioritize and assign work to be performed;
11
12 M. Determine the need for and the method of scheduling, assigning, authorizing and approving
13 overtime;
14
15 N. Determine training needs, methods of training and employees to be trained;
16
17 O. Determine the reasons for and methods by which employees will be laid-off; and
18
19 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
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22 For the Union:

For the Employer:

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ARTICLE _____

MANDATORY SUBJECTS

X.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article, and the Union may request negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request negotiations within twenty-one (21) calendar days of the receipt of the notice, the Employer may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

X.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

MEALS

X.1 Department of Social and Health Services – Institutions Bargaining Unit,
School for the Blind, School for the Deaf, Department of Transportation,
Utilities and Transportation Commission, and the Washington State Patrol

Meals will be provided in accordance with current agency or institution practices.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

MISCELLANEOUS PAID LEAVES

X.1 Employees will be allowed paid leave, during scheduled work time:

A. For examinations or interviews for state employment, when approved in advance;

B. To receive assessment from the Employee Advisory Service, when approved in advance;

C. To serve as a member of a jury, as specifically provided below in X.4;

D. To appear in court or an administrative hearing, as specifically provided below in X.5; or

E. For life-giving procedures, when approved in advance.

X.2 **Examinations/Interviews:** When approved, employees will receive paid leave for attendance at examinations or interviews for state employment. Leave may include reasonable travel time.

X.3 **Employee Advisory Service:** When approved, employees will receive paid leave to receive assessment from the Employee Advisory Service.

X.4 **Jury Duty:** Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of a jury duty summons and will cooperate in requesting a postponement of service if warranted by business demands. If selected to be on a jury, employee-requested schedule changes will be approved, if possible, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

X.5 **Witness/Subpoena:** Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave, during scheduled work time to appear as a witness in a court or administrative hearing for work related cases, unless he or she:

A. is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or

B. has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving paid leave to appear in court or an administrative hearing on behalf of the Employer.

X.6 Life-Giving Procedures: When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

For the Union:

For the Employer:

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3 **TENTATIVE AGREEMENT**
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6 **ARTICLE _____**

7 **NON-DISCRIMINATION**
8

9 X.1 Under this Agreement, neither party will discriminate against employees on the basis of
10 religion, age, sex, marital status, race, color, creed, national origin, political affiliation,
11 status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or
12 perceived sensory, mental or physical disability, or because of the participation or lack of
13 participation in union activities. Bona fide occupational qualifications based on the
14 above traits do not violate this Section.
15

16 X.2 Both parties agree that unlawful harassment will not be tolerated.
17

18 X.3 Employees who feel they have been the subjects of discrimination are encouraged to
19 discuss such issues with their supervisor, or other management staff, or file a complaint
20 in accordance with agency policy. In cases where an employee files both a grievance and
21 an internal complaint regarding the alleged discrimination, the grievance will be
22 suspended until the internal complaint process has been completed.
23

24 X.4 Both parties agree that nothing in this Agreement shall prevent the implementation of an
25 approved affirmative action plan.
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29 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

OVERTIME

X.1 Definitions

A. Overtime: Overtime is defined as time that a full-time overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works in excess of their scheduled work shift and the employee is a shift employee,
3. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period; or
4. Works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee receiving assignment pay for an extended work period.
5. Works while on fire duty as specifically defined in Article X, Compensation.

B. Overtime Rate: In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work: The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

3. Vacation leave.

4. Sick leave.

5. Compensatory time.

6. Holidays.

7. Any other paid time not listed below.

D. Work does **not** include:

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

4. Time compensated as standby, callback, or any other penalty pay.

X.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. A part-time overtime-eligible employee will be paid at their regular rate of pay for all work performed up to forty

(40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Full-time overtime-eligible shift employees who have prior approval and work more than their scheduled shift will be compensated at the overtime rate. A part-time overtime-eligible shift employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

D. Overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, who have prior approval and work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

E. Overtime-eligible employees who have prior approval and work overtime as specifically defined in Article X, Compensation.

X.3. Overtime Computation

Computation of overtime will be rounded upward to the nearest 1/10th of an hour.

X.4 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

1
2 B. If an employee was not offered overtime for which he or she was qualified, the employee
3 will be offered the next available overtime opportunity for which he or she is qualified.
4 Under no circumstances will an employee be compensated for overtime that was not
5 worked. There will be no pyramiding of overtime.
6

7 **X.5 Compensatory Time for Overtime-Eligible Employees**

8 A. Compensatory Time Eligibility

9 The Employer may grant compensatory time in lieu of cash payment for overtime to an
10 overtime-eligible employee, upon agreement between the Employer and the employee.
11 Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of
12 compensatory time for each hour of overtime worked.
13

14 B. Maximum Compensatory Time

15 Employees may accumulate no more than one hundred and twenty (120) hours of
16 compensatory time.
17

18 C. Compensatory Time Use

19 Employees must use compensatory time prior to using vacation leave, unless this would
20 result in the loss of their vacation leave. Compensatory time must be used and scheduled in
21 the same manner as vacation leave, as in Article X, Vacation Leave.
22

23 D. Compensatory Time Cash Out

24 All compensatory time must be used by June 30th of each year. If compensatory time
25 balances are not scheduled to be used by the employee by April of each year, the supervisor
26 will contact the employee to review his or her schedule. The employee's compensatory
27 time balance will be cashed out every June 30th or when the employee:
28

29 1. Leaves state service for any reason,
30

2. Transfers to a position in their agency with different funding sources, or

3. Transfers to another state agency.

X.6 Department of Fish and Wildlife – Enforcement Division

In the event of a bona fide emergency and when a supervisor is unavailable to grant approval, a bargaining unit member may exercise discretion in determining the need to incur overtime. Not later than the next working day the bargaining unit member will report to his or her supervisor the nature of the bona fide emergency justifying the overtime. All other overtime must be pre-approved by the supervisor.

A bona fide emergency includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity.

X.7 Department of Agriculture – Grain Inspection Program

- A. Any employee who works a double shift or returns from an emergency night shift to his or her permanent day shift, will be required to take six (6) hours off for rest after such shifts. They will suffer no loss of regular straight time hourly earnings for any time missed during that rest period that otherwise would have been part of their regularly scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the six (6) hour rest period. If the employee has worked a double shift of greater than twenty (20) hours, the six (6) hour period will be extended to eight (8) hours.
- B. Shift extensions, early starts and occasions when lunch periods require overtime will be offered first to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. However, for shift extensions in offices with multiple sites, employees having the lowest amount of overtime hours at any other site(s) serviced by that grain

inspection office will be offered the opportunity to work the extension if they can complete their regular shift and travel to the extending site by the time the extension begins. Time traveled outside of scheduled shifts will not be paid time. If there still is not enough staff, employees on site may be required to work. Employees with less than forty (40) hours accumulated overtime in a month at the start of the shift may be required to work and will complete the shift or extension. Employees will finish any assignments for which they volunteer.

C. The Employer will not require employees to work overtime that, when added to the employee's scheduled shift and/or overtime shift, would result in the employee working two (2) contiguous shifts not to exceed twenty (20) hours.

D. Those employees who do not desire to work overtime will not be required to do so beyond forty (40) hours cumulative each month, except as provided in E. below. However, at export shipping operations scheduled on a regular Monday – Friday basis, when staff is required on weekends to provide inspection and weighing services for grain being loaded to export vessels, a minimum of three (3) permanent employees licensed to perform key duties, (any combination of inspectors, protein operators, and grain sampler-weighers), will be offered the work before on-calls are used.

E. An employee with more than forty (40) hours of accumulated overtime in a month, may be required to extend a current shift for not more than four (4) hours in order to assure service delivery not more than once per month. However, hours that an employee is required to work under this sub-paragraph will be credited to the employee's next month's forty (40) hour limit.

X.8 Department of Transportation

A. Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent, and employees, will confer and mutually determine for normal areas of responsibility, the employees on a specific

1 rotation list(s). Employees will be placed on a rotation list in order of continuous
2 WSDOT service. The rotation list will be kept current and posted in each facility. The
3 Employer and employees will share the responsibility for keeping the list(s) current.
4

- 5 B. Overtime will be offered first to all bargaining unit employees on the rotation list, then
6 to any qualified employee. Documented attempts to contact constitute an offer.
7 Overtime will be offered to employees who are qualified to do the work, regardless of
8 classification. Overtime that extends a shift will be offered first to qualified employees
9 on that shift and preferably, to the employee(s) currently performing the work. Shift
10 extensions do not count as an overtime opportunity.
11

- 12 C. The parties recognize and agree that in cases of operational necessity, public safety,
13 and/or efficient delivery of public services, that it may be necessary for the Employer to
14 deviate from the straight rotation process.
15

- 16 D. In the event the Employer deviates from the straight rotation process, the Employer will
17 explain to affected employees the reason for the deviation. The Employer will also take
18 necessary actions to correct missed opportunities by skipping in the next rotation,
19 employees who were called out-of-sequence.
20

- 21 E. Bargaining unit supervisors and/or designees, making or receiving work related calls at
22 home, will be compensated for a minimum of one-half (1/2) hour for the time worked.
23 Callback is not authorized for this work.
24
25

26 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE ____

PERFORMANCE EVALUATION

X.1 Objective

The Employer will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and to correct the problem before it is mentioned in an evaluation.

X.2 Evaluation Process

A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

Tentative Agreement

September 8, 2004

Page 2 of 2

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance;
2. Identifying ways the employee may improve his or her performance;
3. Updating the employee's position description, if necessary;
4. Identifying performance goals and expectations for the next appraisal period;
- and
5. Identifying employee training and development needs.

C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

D. The evaluation process is subject to the grievance procedure. The specific content of Performance evaluations are not subject to the grievance procedure.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

PERSONNEL FILES

X.1 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to a file kept by the employee's first-line supervisor.

X.2 An employee may examine his or her own personnel file and supervisory file. Review of the personnel file will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review his or her personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

X.3 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.

X.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and will only be used or

1 released when required by a regulatory agency (acting in their regulatory capacity), in the
2 defense of an appeal or legal action, or otherwise required by law.

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4 X.5 Medical files will be kept separate and confidential in accordance with state and federal
5 law.

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8 For the Union:

For the Employer:

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ARTICLE _____

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the "Union." It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in Article X.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

PRINTING OF AGREEMENT

The Employer and the Union will share the cost of printing this Agreement, including Braille and large print copies. All current and new employees will be provided with one (1) copy of the Agreement. The Employer will post the Agreement electronically.

(By signing this article, the Union is withdrawing their language in Union Activity, xx.21 and Union Security, the last sentence in X.4.)

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

PRIVACY AND OFF-DUTY CONDUCT

X.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

X.2 When documents or information in an employee's personnel, payroll, supervisor, or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

X.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 or are detrimental to the employee's work performance or the program of the agency. Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their appointing authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in the WSP will continue to abide by WSP regulations relating to off-duty conduct.

X.4 Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.

For the Union:

For the Employer:

Tentative Agreement

Reasonable Accommodation and Disability Separation

August 10, 2004 9:00 p.m.

Page 1 of 2

TENTATIVE AGREEMENT

ARTICLE _____

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- X.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- X.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.
- X.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- X.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
- X.5 An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a

Tentative Agreement

Reasonable Accommodation and Disability Separation

August 10, 2004 9:00 p.m.

Page 2 of 2

1 written statement from a physician or licensed mental health professional. The agency
2 can require an employee to obtain a medical examination at the agency's expense, from a
3 physician or licensed mental health professional of the agency's choice. Evidence may
4 be requested from the physician or licensed mental health professional regarding the
5 employee's limitations.
6

7 X.6 The agency may immediately separate an employee when the agency has medical
8 documentation of the employee's disability and has determined that the employee cannot
9 be reasonably accommodated in any available position, or when the employee requests
10 separation due to disability.
11

12 X.7 An employee, separated due to disability, will be placed in the General Government
13 Transition Pool Program if he or she submits a written request for reemployment in
14 accordance with WAC 357-46-090 through 105 and has met the reemployment
15 requirements of WAC 357-19-475.
16

17 X.8 Disability separation is not a disciplinary action. An employee who has been separated
18 because of a disability may grieve his or her disability separation in accordance with
19 Article X, Grievance Procedure, unless the separation was at the employee's request.
20
21

22 For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

SAFETY AND HEALTH

X.1 The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA).

Reference: <http://www.lni.wa.gov/rules/wacs.htm>

B. Employees will comply with all safety practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

X.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

X.3 Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.

X.4 Safety committees will consist of employee and agency representatives of equal numbers. Agencies will appoint their representatives. The number of union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in

1 accordance with WAC 296-800-13020. Committee recommendations will be forwarded
2 to the appropriate appointing authority for review and action, as necessary.
3

4 X.5 The Employer will continue current practices regarding blood-borne pathogens contained
5 in agency policies.
6
7

8 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE ____

SAVINGS CLAUSE

X.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

X.2 The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

SENIORITY

X.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service,
2. Compensable work-related injury or illness leave,
3. Government service leave and leave to enter the Peace Corps, not to exceed two (2) years and one (1) month,
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay.

Time spent on a temporary layoff or when an employees work hours are reduced in accordance with Article X.5, Layoff and Recall, will not be deducted from the calculation

of seniority. Employee's who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

B. For employees whose positions are assigned to an academic and/or vocational education program or facility that follows the customary public school practice of a less than twelve (12) month school year, the Employer will place the employee on leave without pay for all or part of the time the program or facility is closed for customary school vacations and will not adjust the employee's seniority date.

C. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

X.2 Ties

If two (2) or more employees have the same unbroken state service date, ties will be broken in the following order:

1. Longest continuous time within their current job classification;
2. Longest continuous time with the agency; and
3. By lot.

X.3 Seniority List

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resource

Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

X.4 Application

This Article will apply prospectively. Employees will retain their current unbroken state service date, which will become their seniority date.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

X.1 If the Employer decides that a state office or work location is non-operational, due to severe inclement weather, conditions caused by severe inclement weather, natural disaster or other emergency circumstances, the following will apply:

A. Non-emergency employees may be released with no loss of pay during the disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.

C. At the discretion of the Employer, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Sub-section X.5 of the Layoff and Recall Article of this Agreement.

X.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

A. Any earned compensatory time or previously accumulated exchange time;

B. Any accrued vacation leave;

C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;

1 D. Leave without pay.

2
3 Although the types of paid leave will be used in the order listed above, and each type of
4 paid leave will be exhausted before the next is used, employees will be permitted to use
5 leave without pay rather than vacation or sick leave at their request.
6

7 X.3 Employees who report to work late will be allowed up to one (1) hour of paid time.
8 Section X.2 will apply to any additional late time.
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12 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

SHARED LEAVE

X.1 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

- A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's relative is limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.
- E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-

1 time national guard duty including state-ordered active duty, and a period for which a
2 person is absent from a position of employment for the purpose of an examination to
3 determine the fitness of the person to perform any such duty.
4

5 F. Uniformed services means the armed forces, the army national guard, and the air
6 national guard of any state, territory, commonwealth, possession, or district when
7 engaged in active duty for training, inactive duty training, full-time national guard duty,
8 or state active duty, the commissioned corps of the public health service, the coast
9 guard, and any other category of persons designated by the President of the United
10 States in time of war or national emergency.
11

12 X.2 An employee may be eligible to receive shared leave under the following conditions:
13

14 A. The employee's agency head determines that the employee meets the criteria described
15 in this section.
16

17 B. For work related illness or injury, the employee has diligently pursued and been found
18 to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under
19 subsection X.3 A. 1.
20

21 C. The employee has abided by agency policies regarding the use of sick leave if the
22 employee qualifies under subsection X.3 A. 1.
23

24 D. The employee has abided by agency policies regarding the use of vacation leave and
25 paid military leave if the employee qualifies under subsection X.3 A. 2.
26

27 E. Donated leave is transferable between employees in different state agencies with the
28 agreement of both agency heads.
29

30 X.3 An employee may donate vacation leave, sick leave, or personal holiday to another employee
31 only under the following conditions:

1
2 A. The receiving employee:

- 3
4 1. Suffers from, or has a relative or household member suffering from, an illness,
5 injury, impairment, or physical or mental condition which is of an extraordinary
6 or severe nature; or
7
8 2. The receiving employee has been called to service in the uniformed services.

9
10 B. The illness, injury, impairment, condition, or call to service has caused, or is likely to
11 cause, the receiving employee to:

- 12
13 1. Go on leave without pay status; or
14
15 2. Terminate state employment.

16
17 C. The receiving employee's absence and the use of shared leave are justified.

18
19 D. The receiving employee has depleted or will shortly deplete his or her:

- 20
21
22 1. Vacation leave and sick leave reserves if the employee qualifies under
23 subsection X.3 A. 1; or
24
25 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the
26 employee qualifies under subsection X.3 A. 2.

27
28 E. The agency head permits the leave to be shared with an eligible employee.

29
30 F. The donating employee may donate any amount of vacation leave provided the donation
31 does not cause the employee's vacation leave balance to fall below eighty hours. For
32 part-time employees, requirements for annual leave balances will be prorated.

1
2 G. Employees may not donate excess vacation leave that the donor would not be able to
3 take due to an approaching anniversary date.
4

5 H. The donating employee may donate any specified amount of sick leave provided the
6 donation does not cause the employee's sick leave balance to fall below one hundred
7 seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day
8 equals the donor's monthly sick leave accrual.
9

10 I. The donating employee may donate all or part of a personal holiday. Any portion of a
11 personal holiday that is not used will be returned to the donating employee.
12

13 X.4 The agency head will determine the amount of donated leave an employee may receive and
14 may only authorize an employee to use up to a maximum of two hundred sixty-one (261) days
15 of shared leave during total state employment, except that a nonpermanent or on-call employee
16 who is eligible to use accrued leave or
17
18 personal holiday may not use shared leave beyond the termination date specified in the
19 nonpermanent or on-call employee's appointment letter.
20

21 X.5 The agency head will require the employee to submit, prior to approval or disapproval, a
22 medical certificate from a licensed physician or health care practitioner verifying the severe or
23 extraordinary nature and expected duration of the condition when the employee is qualified
24 under subsection X.3 A. 1. The agency head will require the employee to submit, prior to
25 approval or disapproval, a copy of the military orders verifying the employee's required
26 absence when the employee is qualified for shared leave under subsection X.3 A. 2.
27

28 X.6 Any donated leave may only be used by the recipient for the purposes specified in this section.
29

30 X.7 The receiving employee will be paid his or her regular rate of pay; therefore, one hour of shared
31 leave may cover more or less than one hour of the recipient's salary. The calculation of the
32 recipient's leave value will be in accordance with Office of Financial Management policies,

1 regulations, and procedures. The dollar value of the leave is converted from the donor to the
2 recipient. The leave received will be coded as shared leave and be maintained separately from
3 all other leave balances.

4
5 X.8 All forms of paid leave available for use by the recipient must be used prior to using shared
6 leave when qualified under subsection X.3 A. 1. All forms of paid leave, except sick leave,
7 available for use by the recipient must be used prior to using shared leave when qualified under
8 subsection X.3 A. 2.

9
10 X.9 Any shared leave not used by the recipient during each incident/occurrence as determined by
11 the agency director will be returned to the donor(s). The shared leave remaining will be divided
12 among the donors on a prorated basis based on
13 the original donated value and returned at its original donor value and reinstated to each donor's
14 appropriate leave balance. The return will be prorated back based on the donor's original
15 donation.

16
17 X.10 All donated leave must be given voluntarily. No employee will be coerced, threatened,
18 intimidated, or financially induced into donating leave for purposes of this program.

19
20 X.11 The agency will maintain records that contain sufficient information to provide for legislative
21 review.

22
23 X.12 An employee who uses leave that is transferred under this section will not be required to repay
24 the value of the leave that he or she used.

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28 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

SICK LEAVE

X.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.
- C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.2 Sick Leave Use

Sick leave will be charged in 1/10th of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC.
- C. Qualifying absences for Family and Medical Leave (Article X).

D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

E. Preventative health care of relatives or household members, up to one (1) day for each occurrence.

F. Illness of a child.

G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

H. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer will allow an employee to use compensatory time or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

X.4 Restoration of Vacation Leave

When a condition listed in X.2 A. above arises while the employee is on vacation leave, the employee will be granted accrued sick leave, in lieu of the approved vacation leave, provided that the employee requests such leave within fourteen (14) calendar days of his or her return to work. The equivalent amount of vacation leave will be restored. The supervisor may require a written medical certificate.

1

2 **X.5 Sick Leave Reporting and Verification**

3 An employee must promptly notify his or her supervisor on the first day of sick leave and each
4 day after, unless there is mutual agreement to do otherwise. If the employee is in a position
5 where a relief replacement is necessary, the employee will notify his or her supervisor at least
6 one (1) hour prior to his or her scheduled time to report to work. If the Employer suspects
7 abuse, the Employer may require a written medical certificate for any sick leave absence. In
8 addition, an employee returning to work after any sick leave absence may be required to
9 provide written certification from his or her health care provider that the employee is able to
10 return to work and perform the essential functions of the job with or without reasonable
11 accommodation.

12

13 **X.6 Carry-Forward and Transfer**

14 Employees will be allowed to carry forward from year to year of service, any unused sick leave
15 allowed under this provision and will retain and carry forward any unused sick leave
16 accumulated prior to the effective date of this Agreement. When an employee moves from one
17 state agency to another, regardless of status, the employee's accrued sick leave will be
18 transferred to the new agency for the employee's use.

19

20 **X.7 Sick Leave Annual Cash Out**

21 Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis
22 for ninety-six (96) hours or less of their accrued sick leave, if:

23

24 A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and
25 eighty (480) hours;

26

27 B. The converted sick leave hours do not reduce their previous calendar year sick leave
28 balance below four hundred and eighty (480) hours; and

29

1 C. They notify their payroll office by January 31st that they would like to convert their sick
2 leave hours earned during the previous calendar year, minus any sick leave hours used
3 during the previous year, to cash.
4

5 All converted hours will be deducted from the employee's sick leave balance.
6

7 **X.8 Sick Leave Separation Cash Out.**

8 At the time of retirement from state service or at death, an eligible employee or the employee's
9 estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour
10 basis. For the purposes of this Section, retirement will not include "vested out of service"
11 employees who leave funds on deposit with the retirement system.
12

13 **X.9 Reemployment**

14 Former state employees who are re-employed within five (5) years of leaving state service will
15 be granted all unused sick leave credits they had at separation.
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18 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

TERM OF AGREEMENT

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007, however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

TRAINING AND EMPLOYEE DEVELOPMENT

X.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with current agency policies and available resources.

X.2 Attendance at agency-required training will be considered time worked.

X.3 Initial Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

X.4 New Employee Orientation

When an agency provides a formal new employee orientation program for new employees, the Union will be given an opportunity to have a union steward or staff representative speak to the class for not more than thirty (30) minutes to provide information about the Union and the master agreement.

X.5 Tuition Reimbursement

- A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
- B. Agencies will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.
- C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.
- D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed. When payment is not made by the approving agency the gaining agency may, at its option, reimburse the employee.

X.6 Education and Training Requests

All education and training requests will be approved or disapproved within thirty (30) calendar days from the submission of a properly completed request.

X.7 Apprenticeship Programs

The Employer will continue the existing apprenticeship programs.

X.8 Department of Social and Health Services – Physicians Bargaining Unit only

Upon the request of a physician, Department of Social and Health Services will grant up to five (5) working days per year for attendance at continuing education courses necessary for maintenance of license that is directly relevant to patient care at Eastern State Hospital and Western State Hospital. A request will normally be made at least one (1) month in advance of

the date of the course. If Department of Social and Health Services determines that the absence of the physician is detrimental to patient care within the hospital, the request can be denied.

X.9 Board of Industrial Insurance Appeals – Judicial Bargaining Unit only

A. The Board will pay for at least fifteen (15) continuing education credit hours per judge per calendar year. In the event any judge accumulates thirty (30) or more CLE credits in a calendar year paid for by the Board, the excess credits will be used to satisfy the following year's requirements. Newly hired judges will be provided continuing legal education on a prorated basis during the calendar year of their hire.

B. The Employer has a legitimate interest in all members of the judicial staff bargaining unit remaining current in their legal knowledge and training. To that end, members of the judicial staff bargaining unit who have chosen to become judicial members of the WSBA, sub-section A above will also apply. Judges who receive CLE credits for courses or activities other than those CLE opportunities paid for by the Employer may have those credits applied to the fifteen (15) CLE per year requirement.

C. Extended CLE's and Training

This sub-section is predicated upon the agency having adequate funding for extended CLEs, there being no restriction on out-of-state travel, and the National Judicial College (NJC) and International Association of Industrial Accidents, Boards, and Commissions (IAIABC) Workers' Compensation College remaining valuable training resources. The agency's goal is to provide extended CLEs to as many as eight (8) judges per year. This number may vary based on budget and/or workload considerations.

1. Training Committee

A training committee, consisting of equal numbers of management and judicial staff will make recommendations to the BIIA on proposed expenditures for judicial staff training. The committee will have the authority to develop in-house training and make recommendations regarding in-state CLE seminars.

2. Notification

In October of each calendar year, Management will submit an offer, in writing, to each member of the Bargaining Unit who has been selected to attend NJC or the IAIABC Workers' Compensation College for the upcoming calendar year.

3. Selection Factors

For purposes of selection, the judges will be placed into Group A and Group B. Group A will consist of the judges who have been employed at the agency more than three (3) years as of the beginning of the fiscal year. Group B will consist of judges who have been employed with the agency less than three (3) years as of the beginning of the fiscal year.

Members of Group B are guaranteed to be offered at least one (1) extended CLE training opportunity during the first three (3) years of employment with the BIIA, subject to the availability of funding, statewide policies and directives regarding out-of-state training and travel and Subsection X.9 C. 4 of this Article.

Once a judge in Group B participates in an extended CLE training opportunity, that judge will be part of Group A for future selections. A Group B judge who does not receive a training opportunity within the first three (3) years of the judge's employment with the Board will remain a member of Group B until the judge receives a training opportunity.

4. Other Considerations

The Employer has the authority to determine that a judge should not attend due to workload, work performance or other concerns as determined by the Employer. If the Employer determines that an otherwise eligible judge should not attend, it must inform the judge of that determination. If requested by the judge, the supervisor will within ten (10) calendar days provide to the judge a written explanation of the

1 basis for the determination. Judges who either waive selection or are determined to
2 be ineligible due to workload or work performance concerns retain their eligibility
3 in succeeding years based upon this agreement.
4

5 5. Eligibility

6 A judge is eligible for selection if he or she has not attended the NJC or IAIABC
7 College within the last five (5) years. All eligible judges will be considered in order
8 of their time in service with the BIJA ranking in either Group A or Group B.
9

10 6. Acceptance or Waiver

11 A selected judge will have thirty (30) calendar days to notify his or her supervisor of
12 an acceptance or waiver of the offer. Failure to notify the supervisor of acceptance
13 within thirty (30) calendar days of receiving the offer will constitute a waiver. A
14 waiver, either in writing or otherwise, by a judge, will constitute a waiver for that
15 calendar year only. If the initial offerees waive, then the Employer will have the
16 discretion to determine the time within which all subsequent offerees must respond
17 or be deemed to have waived.
18

19 7. Employer Discretion

20 The Employer may limit the total number of judges attending any specific course.
21 The Employer may decline to authorize attendance at any specific course if the
22 Employer determines that the subject matter of the course is not appropriate for
23 judicial staff training purposes.
24

25 8. Additional Training

26 The Employer will have the authority to identify specific extended training that
27 would be pertinent to a particular judge or judges, and will have the authority to
28 offer such training to that judge or judges.
29
30

X.10 Department of Fish & Wildlife – Hatcheries Division

The opportunity to attend the annual Pacific Northwest Fish Culture Conference will be provided to Fish Hatchery Specialists on an equal basis. Priority consideration will be given to those employees who have not attended the conference or have personally paid to attend within the past three (3) years.

For the Union:

For the Employer:

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TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.

For the Employer:

1 **TENTATIVE AGREEMENT**

2

3 **ARTICLE _____**

4 **UNIFORMS, TOOLS AND EQUIPMENT**

5

6 **X.1 Uniforms**

7 The Employer may require employees to wear uniforms. Where required, the Employer
8 will determine and provide the uniform or an equivalent clothing allowance. Agencies
9 will continue their current practices regarding the provision and maintenance of required
10 uniforms and specialized clothing and footwear.

11

12 **X.2 Tools and Equipment**

13 As established by current practices, the Employer may determine and provide necessary
14 tools, tool allowance, equipment and foul weather gear. The Employer will repair or
15 replace employer-provided tools and equipment if damaged or worn out beyond
16 usefulness in the normal course of business. Employees are accountable for equipment
17 and/or tools assigned to them and will maintain them in a clean and serviceable
18 condition. Employees who misuse, vandalize, lose or damage state property may be
19 subject to disciplinary action.

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23 For the Union:

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For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

UNION ACTIVITIES

X.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

X.2 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. For all bargaining units except the Department of Corrections Community Corrections bargaining unit, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. In accordance with X.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.
- C. Within the Department of Corrections Community Corrections bargaining unit, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:

1. The representative notifies local management prior to their arrival;
2. It does not interrupt the normal operations of the office or facility; and
3. NCIC checks have been completed and the representative is cleared for access into the office or facility.

In accordance with X.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

X.3 Union Stewards

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction within the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.
- B. Union stewards will be granted time during their normal working hours to investigate and process grievances in accordance with Article X, Grievance Procedure. In addition, Union stewards will be provided reasonable time during their normal working hours to prepare for and attend meetings scheduled by management within the steward's office, facility or geographic jurisdiction within the bargaining unit for the following representational activities:
 1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article X, Discipline, and/or

- 1 2. Union Management Communication Committees and other committee meetings if such
2 committees have been established by this Agreement.
3

4 The union steward will obtain prior approval from his or her supervisor to prepare for and
5 attend a meeting. Notification will include the approximate amount of time the steward
6 expects the activity to take. Any agency business requiring the employee's immediate
7 attention will be completed prior to attending the meeting. Time spent preparing for and
8 attending meetings during the union steward's non-work hours will not be considered as
9 time worked. Union stewards may not use state vehicles to travel to and from a work site in
10 order to perform representational activities, unless authorized by the agency.
11

- 12 C. If the amount of time a union steward spends performing representational activities is
13 unduly affecting his or her ability to accomplish assigned duties, the Employer will not
14 continue to release the employee and the Union will be notified.
15

16 X.4 **Use of State Facilities, Resources and Equipment**

17 A. Meeting Space and Facilities

18 The Employer's offices and facilities may be used by the Union to hold meetings, subject to
19 the Agency's policy, availability of the space and with prior authorization of the Employer.
20

21 B. Supplies and Equipment

22 The Union and its membership will not use state-purchased supplies or equipment to
23 conduct union business or representational activities. This does not preclude the use of the
24 telephone for representational activities if there is no cost to the Employer, the call is brief
25 in duration and it does not disrupt or distract from agency business.
26

27 C. E-mail, Fax Machines, the Internet, and Intranets

28 The Union and its members will not use state-owned or operated e-mail, fax machines, the
29 Internet, or intranets to communicate with one another. Employees may use state operated
30 e-mail to request union representation. However, shop stewards may use state

owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
6. Not compromise the security or integrity of state information or software.

The Union and its shop stewards will not use the above-referenced state equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

X.5 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

X.6 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management.

1 If the absence is approved, the employees may use accumulated compensatory time,
2 vacation leave, or personal holiday in accordance with Article X, Holidays instead of leave
3 without pay. However, employees must use compensatory time prior to their use of
4 vacation leave, unless the use would result in the loss of their vacation leave.
5

6 B. The Union will give the Employer a written list of the names of the employees it is
7 requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the
8 activity.
9

10 **X.7 Temporary Employment With the Union**

11 With thirty (30) calendar days notice, unless agreed otherwise, employees may be granted leave
12 without pay to accept temporary employment with the Union of a specified duration, not to
13 exceed six (6) months, provided the employee's time off will not interfere with the operating
14 needs of the agency. The parties may agree to an extension of leave without pay up to an
15 additional six (6) months. The returning employee will be employed in a position in the same
16 job classification and the same geographical area, as determined by the Employer.
17
18
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20 For the Union:

For the Employer:

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TENTATIVE AGREEMENT

ARTICLE _____

UNION-MANAGEMENT COMMUNICATION COMMITTEES

X.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency-level statewide Union-Management Communication Committees will be established to discuss and exchange agency specific information of a group nature and general interest to both parties.

C. In the Departments of Corrections, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, and Veterans Affairs; Employment Security Department; and Parks and Recreation Commission local level Union-Management Communication Committees will be established within each agency, as described in Appendix X, to discuss and exchange information of a group nature and general interest to the parties. For the Department of Social and Health Services ad-hoc committees may be established by mutual agreement at the agency-level statewide committee described in subsection B above.

X.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer

1 representatives. Additional staff of the Union and the OFM Labor Relations
2 Office may also attend. If agreed to by the parties, additional representatives may
3 be added. Committee meetings will be conducted at least every six (6) months,
4 unless agreed otherwise.

5
6 B. Agency-wide and/or Local Level Union-Management Communication
7 Committees

8
9 1. Agency-wide committees shall consist of up to seven (7) employer
10 representatives and up to seven (7) employee representatives, except for
11 the Department of Social and Health Services which will consist of two
12 (2) employee representatives for each administration and an equivalent
13 number of employer representatives. Additional paid staff of the Union
14 and the Employer may also attend. The Employer and Union will be
15 responsible for the selection of their own representatives. If agreed to by
16 the parties, additional representatives may be added. Committee meetings
17 will be conducted up to two (2) times per year, unless agreed otherwise.

18
19 2. Local level committees shall consist of up to five (5) employer
20 representatives and up to five (5) employee representatives. Additional
21 paid staff of the Union and the Employer may also attend. The Employer
22 and Union will be responsible for the selection of their own
23 representatives. If agreed to by the parties, additional representatives may
24 be added. Committee meetings will be conducted up to four (4) times per
25 year, unless agreed otherwise.

26
27 **X.3 Participation**

28 A. The Union shall provide the Employer with the names of its committee members
29 at least ten (10) calendar days in advance of the date of the meeting in order to

1 facilitate the release of employees. The Employer will release employee
2 representatives to attend committee meetings if their absences do not cause a
3 disruption of work.
4

5 B. Employees attending committee meetings during their work time shall have no
6 loss in pay. Attendance at meetings during employees' non-work time will not be
7 compensated for or considered as time worked. The Union is responsible for
8 paying any travel or per diem expenses of employee representatives.
9

10 C. All committee meetings shall be scheduled on mutually acceptable dates and
11 times.
12

13 X.4 **Scope of Authority**

14 All of the committee meetings established under this Article will be used for discussions
15 only, and the committees shall have no authority to conduct any negotiations, bargain
16 collectively or modify any provision of this Agreement. The committees' activities and
17 discussions shall not be subject to the grievance procedure in Article X.
18
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22 For the Union:

For the Employer:

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26 _____
27

APPENDIX X

LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES

1. Department of Corrections: Ahtanum View Correctional Complex, Pine Lodge Pre-Release, Tacoma Pre-Release and in each region.
2. Department of Fish and Wildlife: One (1) committee for each bargaining unit except both Hatchery units will be combined.
3. Department of Labor and Industries: Insurance Services and Field Services.
4. Department of Social and Health Services: One (1) at each institution and by Appointing Authority in each region.
5. Department of Transportation: In each region and one (1) for headquarters.
6. Department of Veterans Affairs: One (1) at each institution.
7. Employment Security Department: In each region and one (1) committee for the TeleCenters.
8. Parks and Recreation Commission: In each region and one (1) for headquarters.

TENTATIVE AGREEMENT

ARTICLE ____

UNION RECOGNITION

X.1 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Washington Federation of State Employees," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.

X.2 The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and X.3.

X.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

VACATION LEAVE

X.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement. This article does not apply to the Teachers Bargaining Unit at the School for the Blind.

X.2 Vacation Leave Credits

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

X.3 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar days or more during the month.
- C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.3 Vacation Leave Accrual Rate Schedule

Full Years of Service		Hours Per Year
During the first year of current continuous employment		Ninety-six (96)
During the second year of current continuous employment		One hundred four (104)
During the third and fourth years of current continuous employment		One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment		One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment		One hundred twenty-eight (128)
During the eleventh year of total employment		One hundred thirty-six (136)
During the twelfth year of total employment		One hundred forty-four (144)
During the thirteenth year of total employment		One hundred fifty-two (152)
During the fourteenth year of total employment		One hundred sixty (160)
During the fifteenth year of total employment		One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter		One hundred seventy-six (176)

X.4 Vacation Scheduling for 24/7 Operations (Including the Schools for the Deaf and Blind)

- A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.
- B. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to

business needs and work requirements, preference will be determined by seniority for up to three (3) segments of vacation. A "segment" is three (3) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

X.5 Vacation Scheduling for All Employees

A. Vacation leave will be charged in 1/10th of an hour increments.

B. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.

C. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.

D. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave credits to cover the absence.

X.6 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, Chapter 296-13 WAC.

X.7 Vacation Cancellation

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates.

X.8 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may file an exception to the maximum with the Department of Personnel. If the agency files an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

X.9 Separation

Any employee, who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE _____

VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS

X.1 In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree's sick leave cash out. Voluntary Employee Beneficiary Associations of employees covered by this Agreement will be implemented only by written agreement with the Union.

For the Union:

For the Employer:

TENTATIVE AGREEMENT

ARTICLE ____

WORK-RELATED INJURY OR ILLNESS

X.1 **Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

X.2 **Assault Benefits**

The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Departments of Social and Health Services, Natural Resources, and Veterans Affairs who are victims of assault by residents, patients, or juvenile offenders. The Employer will follow the provisions of RCW 72.09.240 and agency policy with respect to employees of the Departments of Corrections and Natural Resources who are victims of assault by offenders. The Employer will follow the provisions of RCW 47.04.250 and agency policy with respect to employees of the Department of Transportation who are the victims of assault by motorists.

X.3 **Return-to-Work (excluding Department of Fish and Wildlife Enforcement Officers)**

The Employer will follow the provisions of WAC 357-19-505 through 535 and current agency policy for all employees covered by this Agreement related to a return-to-work program. Prior to the submittal of a new or revised return-to-work policy to the Department of Personnel, an agency will send a copy of the proposed policy to the Union for review and response.

X.4 Return-to-Work for Department of Fish and Wildlife Enforcement Officers only

- A. If an officer becomes temporarily disabled, the officer may be eligible to return to work in a modified duty assignment. The assignment may permit the officer to work within the Program in a modified capacity at the current rate of salary.
- B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief. Possible assignments will be based upon Program needs and the officer's limitations. Assignments may be denied when an officer is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the Chief determines that there is insufficient need for an assignment. The Chief's decision is final and is not subject to Article X, Grievance Procedure.
- C. Officers must apply in writing to the Chief for modified duty assignments. Modified duty assignments will only be considered when the request is accompanied by a medical prognosis and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be returned to the requesting officer and will require a physician's approval that the officer is able to perform the modified duties. The cost of medical evaluations and recommendations will be the officer's responsibility.
- D. A modified duty assignment will in no case exceed three hundred forty-two (342) work hours for each occurrence.
- E. Modified duty assignments do not affect the essential job functions defined by the Agency for the classifications covered by this Agreement. Officers in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive patrol vehicles unless authorized by the Chief or designee.

X.5 General Provisions

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy, or follow-up medical appointments. Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section X.1 of the Leave Without Pay Article, the Employer may separate an employee in accordance with Article X, Reasonable Accommodation and Disability Separation.

For the Union:

For the Employer:

Employer – Initial Proposal

March 19, 2004

APPENDIX A

BARGAINING UNITS REPRESENTED BY THE WASHINGTON FEDERATION OF STATE EMPLOYEES

(P L A C E H O L D E R)